

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION, CINCINNATI
4

5 EVERETT W. WHISMAN, et al.: Case No. C-1-02-406

6 Plaintiffs, : Judge Beckwith

7 v. : Magistrate Sherman

8 ZF BATAVIA, LLC, et al., :

9 Defendants. :

10 _____
11 Deposition of E. DONALD WILLIAMS, taken on
12 Monday, August 11, 2003, commencing at 8:13 a.m.,
13 at the offices of Baker & Hostetler LLP, 312 Walnut
14 Street, Suite 3200, Cincinnati, Ohio, before
15 Susan M. Barhorst, Notary Public.
16
17
18
19
20

21 GIGLIO REPORTING SERVICES
22 3 CYPRESS GARDEN
23 CINCINNATI, OHIO 45220
24 513-861-2200

1 APPEARANCES:

2 On behalf of Plaintiffs:

3 Stephen A. Simon, Esq.
4 22 West Ninth Street
Cincinnati, Ohio 45202

5 Also present:

6 Ron Pearce

7 On behalf of Defendant ZF Batavia, LLC:

8 John J. Hunter, Jr., Esq.
Hunter & Schank Co., L.P.A.
9 1700 Canton Ave.
Toledo, Ohio 43624

10

Also present:

11

Herb Huebner

12

On behalf of Defendant Ford Motor Company:

13

Jeffrey L. VanWay, Esq.
14 Baker & Hostetler LLP
312 Walnut Street, Suite 3200
15 Cincinnati, Ohio 45202

16

Cross-Examination

17

by Mr. Hunter 4, 140

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by Mr. VanWay 88

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1	WILLIAMS' DEPOSITION EXHIBITS	MARKED/IDENTIFIED
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1 E. DONALD WILLIAMS

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Sir, will you please state your name
6 for the record?

7 A. E. Donald Williams.

8 Q. Mr. Williams, what's your current
9 address?

10 A. 7915 Milford Road, Camp Dennison,
11 45111.

12 Q. Mr. Williams, you obviously know me.
13 I'm John Hunter. I represent ZF Batavia. We're
14 going to take your deposition today. It's a series
15 of questions and hopefully answers regarding the
16 litigation that you've brought against ZF Batavia.

17 With respect to the deposition today,
18 is there anything that would prevent you from being
19 able to go forward with respect to the deposition,
20 whether it's a personal problem, a health problem
21 or otherwise?

22 A. Not that I know of. I may have to
23 take some breaks from time to time.

24 Q. Okay. That's -- that's not a problem.

1 A. I'm on a water pill for my high blood
2 pressure.

3 Q. Okay.

4 A. So we'll see. I'll let you know.

5 Q. Not a problem. If you need a break,
6 please let me know. The only thing I would ask is
7 if you haven't answered a question, that before you
8 take a break, you answer the question --

9 A. Okay.

10 Q. -- that's before you.

11 A. We'll do.

12 Q. If at any time you can't understand
13 me, you don't hear me, if for whatever reason you
14 just don't feel that you can fairly answer the
15 question, please stop me and I'll see what I can do
16 to correct the question.

17 I do have a tendency to speak rather
18 quickly. Occasionally I'll mumble and occasionally
19 I just go off on a tangent. So, again, feel free
20 to reel me back in if at any time you can't answer
21 my question, okay?

22 A. (Witness nodded.)

23 Q. And you've got to answer --

24 A. Okay.

1 Q. -- audibly every question --

2 A. Okay.

3 Q. -- for the court reporter. Thanks.

4 You are -- if I use the term "Ford transitional
5 employee," you know what I mean by that?

6 A. Yes.

7 Q. Okay. And you are a Ford transitional
8 employee?

9 A. Yes.

10 Q. At the time you came over to ZF
11 Batavia, do you recall how many years of service
12 you had at Ford?

13 A. I believe that was 1976 through 19 --
14 I signed on in 1999.

15 Q. Okay. Was there any interruption
16 through those years of service, whether through
17 layoff or otherwise?

18 A. No.

19 Q. If my math is any good, approximately
20 23 years service?

21 A. Yeah, right.

22 Q. Okay. With respect to that 23 years
23 service, when you came over to ZF Batavia, what
24 happened with your retirement plan, your

1 participation in the Ford general retirement plan?

2 A. As I understood it, I -- it was -- I
3 would get that 23/30ths and I would be eligible for
4 any benefits that -- that the Ford people got, that
5 I would not lose those years. It was
6 grandfathered.

7 Q. Okay. Was it frozen, though,
8 basically at that point? I mean, you didn't
9 continue to accrue service, did you?

10 A. There's been a lot of question around
11 that. And to be quite honest, we were told that we
12 would always have access to that system and we
13 don't.

14 Q. Okay.

15 A. So honestly to answer that question, I
16 don't know where it stands right now.

17 Q. Okay. Well, I guess just so that I
18 understand, what is your -- what is Don Williams'
19 understanding, whether right, wrong or
20 indifferent --

21 A. I understand --

22 Q. -- what do you think?

23 A. I understood that I wasn't going to
24 lose anything --

1 Q. Okay.

2 A. -- in the transition process.

3 Q. Okay. To this date, though, I guess
4 what you're telling me is you don't know whether or
5 not you lost anything?

6 A. I -- I can't answer that --

7 Q. Okay.

8 A. -- because I twice tried to get into
9 the system. They took off -- they -- they took our
10 access IDs away from us, so we no longer have
11 access to that system, so --

12 Q. Okay. Is that through NESC or
13 something like that?

14 A. John, I don't know.

15 Q. Okay. All right. We got a little
16 bit, again, off on tangent there, talked about the
17 retirement. When you started with Ford back in
18 1976, what did you sign on as?

19 A. I hired in as the plant security
20 person.

21 Q. Okay. And how long did you hold that
22 position?

23 A. Less than a year.

24 Q. Okay. What did you move to next?

1 A. I went to supervisor, production
2 supervisor.

3 Q. And was that the title over at Ford?

4 A. Yes.

5 Q. Okay. From production supervisor,
6 what did you move to next?

7 A. Maintenance supervisor.

8 Q. Okay. Do you remember how long you
9 were production supervisor?

10 A. Would have been '70 -- let's see. '77
11 through -- the terminology changed at Batavia.
12 I -- and it changed so many times, but I went into
13 maintenance, if I recall correctly, around 1986.

14 Q. Okay. And after maintenance?

15 A. They had a lot of problems in
16 production and they asked the maintenance
17 superintendent, could they borrow me back. I was
18 in maintenance probably about a year, maybe, and a
19 half.

20 They had some significant problems in
21 production and they asked the maintenance
22 superintendent could they borrow me back to help
23 them out. And I did that, and then ended up
24 staying in production.

1 Q. Okay. Back as a production
2 supervisor?

3 A. I believe it was a -- what was the
4 terminology? Yes, as a production supervisor, but
5 the terminology changed.

6 Q. Might have been different, okay. And
7 I didn't ask. When you started in '77, were you
8 over at Sharonville or where were you?

9 A. I started at Sharonville --

10 Q. Okay.

11 A. -- in '76 and I moved to Fairfax in
12 '77.

13 Q. When did you leave Fairfax?

14 A. '79.

15 Q. For Sharonville, then?

16 A. For Batavia.

17 Q. Okay. So you were one of the first
18 ones in the building at Batavia?

19 A. Before the walls were up and the floor
20 was concrete.

21 Q. Okay. And I assume, then, the balance
22 of your service is over here at Batavia?

23 A. Yes.

24 Q. Okay. When you went back to

1 production in roughly, as I understand it, '87, was
2 that a salaried position?

3 A. Yes.

4 Q. Okay. And is that the position you --
5 I don't want to say left, but held at the time you
6 moved over to Batavia in 1999, the production
7 supervisor?

8 A. Yes.

9 Q. Okay. Is that currently the position
10 you hold with Batavia?

11 A. Group leader, yes.

12 Q. Is that the same as a production
13 supervisor or --

14 A. Yes.

15 Q. Okay. When you signed on with
16 Batavia, the hire letter -- and I'll show you that
17 here in a second -- indicated manufacturing
18 production specialist. Is that the same as a group
19 leader or --

20 A. Yes. No, no, no, no. When -- when --
21 when I signed on with ZF Batavia, it was as a
22 manufacturing planning specialist, correct,
23 correct.

24 Q. Okay. And so you're now a group

1 leader. Would you consider that a step down from a
2 manufacturing production specialist or is it the
3 same or --

4 A. They did away with the MPS's. They
5 did -- that's why I was trying to recall the names,
6 the acronyms and the things that we had. Yes, I
7 signed on as an MPS, but then it was -- I can't
8 recall the date after Dick Newark came on.

9 Q. Okay.

10 A. He did away with the MPS's, and then I
11 went to a position that was I believe at the time
12 called area manager.

13 Q. Okay. And that was for a short while?

14 A. Seem to recall -- I think that was
15 probably maybe six, seven months.

16 Q. Okay. Is a group leader -- can you
17 kind of take me through your day? Let's -- Friday,
18 if you worked the shift --

19 A. Usually go in and --

20 Q. About what time do you usually go in?

21 A. It varies. Sometimes two hours before
22 the shift; sometimes an hour before the shift;
23 sometimes a half an hour before the shift. It all
24 depends on kind of like where you were the previous

1 day or where afternoon shift was the night before.

2 But we'd gather float counts.

3 Q. Okay.

4 A. The first thing I would do in the
5 morning is go in and count departmental floats on
6 floats, just to kind of try to find out where I am.

7 Q. And when you say where you are, in
8 terms of number of parts you need to --

9 A. Number of parts.

10 Q. -- do production?

11 A. Number of parts, number of parts ahead
12 of assembly, the number -- the float, are there any
13 people that's going to be off that day, check the
14 calendars for any call-ins, maybe check security
15 for any call-ins, touch bases with the team leaders
16 to find out -- and maintenance on what equipment
17 is -- is available to run, manpower available to
18 run it.

19 Q. How do you figure out manpower? Do
20 your team leaders gather up names and report that
21 to you or does Don Williams do that or how do you
22 physically or practically get --

23 A. It's both ways. As far as how much
24 manpower is needed for the department?

1 Q. Basically who's in and who's available
2 to work for you that day.

3 A. Both. I do it and the team leader
4 does it.

5 Q. Okay. What do you do with respect to
6 that?

7 A. With the manpower?

8 Q. Mm-hmm.

9 A. Check to see who's there, who's not
10 there, visually observe to see who's available --

11 Q. Okay.

12 A. -- and then discuss with -- because
13 actually the team -- the group leader gives
14 guidance. He or she is there as a -- as a guidance
15 individual. But the team leaders through their
16 matrix is supposed to run the departments.

17 Q. Okay.

18 A. So really the group leaders are
19 advisors and at one time we were called advisors.

20 Q. Okay. How many team leaders report to
21 you?

22 A. Depends on the employees.

23 Q. Okay.

24 A. In a specific department, you could

1 have two team leaders; you could have one team
2 leader. There was -- in clutch, the -- I currently
3 went to afternoon shift several weeks ago, I think
4 the first or second week of June. There was a team
5 leader in -- two team leaders in 851 and there was
6 one team leader in 850. No. There was one in 51,
7 53 and 55 and two in 52. So there would be five.

8 Q. Okay.

9 A. Just depends on the amount of
10 individuals.

11 Q. Sure. How many departments do you
12 currently manage right now? Or what departments,
13 if you want to just give me the numbers?

14 A. 851, two, three and five as of
15 yesterday. And today, as of today, I understand
16 that I'm in 871 and three, which I came from in
17 about the first week of June.

18 Q. Okay.

19 A. And I understand I'll be there for a
20 week, and then I'll go to 811, 821, 822.

21 Q. Okay. But still on afternoons?

22 A. No. I understand -- no, no, back on
23 days.

24 Q. Back on days, all right.

1 A. Kind of getting jerked around.

2 Q. Who do you report to directly, Don?

3 A. Well, let's see. I was reporting to
4 Eric Spencer when I was on days in June.

5 Q. Let's stick as of -- let's try like
6 Friday, okay? We'll stick with that department.

7 A. Friday I was reporting to -- I never
8 did understand who I was reporting to. I never was
9 told who I was reporting to. It was either -- it
10 was either Chuck Hukan --

11 Q. Okay.

12 A. -- or Dennis Baker.

13 Q. Okay. I assume somebody comes out and
14 makes sure that you're hitting the part counts. At
15 some point in time, somebody inquires, correct?

16 A. That would be the 10:30 meeting --

17 Q. Okay.

18 A. When I was on afternoon shift, that
19 was the 10:30 meeting.

20 Q. All right. And I interrupted you with
21 a little bit of detail. We were talking about an
22 average day. And, again, I -- because it seems to
23 change greatly, let's talk about maybe Friday,
24 okay? You came in, you had checked the floats and

1 a number of other things. What happens or what do
2 you do as you go through your shift?

3 A. As I go through the shift, I check
4 with the team leaders to make sure that everything
5 is still okay. I'll visually make -- try to get
6 into the different departments that I run and try
7 to make sure -- I try to watch to make sure that
8 the parts are flowing in the line. I'll go to
9 assembly several times to make sure that there's
10 not any problems with any of our quality.

11 Q. Okay.

12 A. And I try to observe, as best I can,
13 that the flow is not interrupted.

14 Q. Okay. Now, do you, as a group leader,
15 have a office?

16 A. Team room.

17 Q. Okay. I gather from what you're
18 telling me you don't spend much time in there?

19 A. In the team room?

20 Q. Yeah.

21 A. It depends. See, my -- my computer is
22 in -- is in -- is still in gears, so it's -- it's
23 about a -- two blocks away.

24 Q. Okay.

1 A. So I have to go down to there to -- to
2 read e-mail and to send e-mail and to do any of
3 that. And the team room -- so there's a distance.
4 So I have to go back and forth. So I -- I try to
5 at least open my e-mail somewhere around six, 7:00
6 maybe.

7 Q. Okay.

8 A. And I will run the time sheets for the
9 previous day when I come in and post those in the
10 team room and -- so that if there's any
11 corrections, we can go back. If there's any
12 mistakes, we can go back and make the necessary
13 corrections.

14 Q. Okay.

15 A. If anybody says they need to go home
16 or has to leave, we try -- I try to coordinate with
17 the team leaders how we're going to replace them
18 or --

19 Q. You mean if they leave a shift early,
20 for example?

21 A. Emergency phone call --

22 Q. Oh, okay.

23 A. -- kid's sick, parakeet died,
24 whatever. You get some --

1 Q. Okay. I presume that's not a daily
2 occurrence where the parakeet dies or anything
3 else?

4 A. You'd be surprised, dog sick.

5 Q. All right.

6 A. It happens a lot.

7 Q. All right. Again, trying to stick
8 with a constant here. For example, the departments
9 that you were in on Friday, there would have been
10 a -- a scheduled shift, correct?

11 A. Yes.

12 Q. Okay. And if you recall, for example,
13 is Friday a day where you would have come in a half
14 hour early or an hour early or -- if you know.

15 A. John, I'd have to -- I'd have to
16 check. I can't tell you what time I got there
17 Friday.

18 Q. Okay.

19 A. I know on afternoon shift, a lot of
20 times I was -- I was -- I cut the clock pretty
21 close on afternoon shift. I was there temporarily
22 to help them out. They asked me to go over to help
23 them and I said I would. They promised me that it
24 would be for -- for three weeks and that -- that

1 that wasn't so. But I stayed and -- and I tried to
2 help them as best as I could. I get -- I put my
3 best foot forward, as always. And to be -- to tell
4 you what time I got there Friday, I have no idea.

5 Q. Okay.

6 A. I mean, I --

7 Q. All right. And I'm not necessarily
8 interested in exactly what time you got there
9 Friday. If there's a scheduled shift, is it fair
10 to say you're expected or you expect to arrive
11 sometime prior to the start of the scheduled shift?

12 A. Some individuals, John, need to be
13 there two hours before.

14 Q. Okay.

15 A. When you've -- when you've been around
16 and you know when you can just look and see what's
17 going on by just a matter of an observation, enough
18 to count your float and be in your department.
19 There's been times that I been there probably, like
20 I said, a couple hours before and there's times I
21 probably walk in 10 minutes before.

22 Q. Okay.

23 A. Quickly enough to make the -- quickly
24 enough to make the -- to make the rounds and count

1 the float and make sure assembly is okay, make sure
2 everybody's there, machines and equipment are
3 running. And, like I say, some guys need an hour,
4 two hours; other people probably need 15 minutes.

5 Q. Okay. Let's talk about the end of the
6 shift, then. What do you do at the end of your day
7 or afternoon, as the case apparently is right now?

8 A. The end of the day, I go around and
9 collect from the team leaders. The team leaders
10 are responsible for gathering the downtime. Team
11 leaders are responsible for reporting the hours.
12 They have a -- a cover sheet that they put that
13 information on. And basically I take that
14 information and just capture it on hours for
15 afternoon shift.

16 I just capture the hours, staple the
17 team leaders' downtime and their information and
18 how many parts they made. I attach that to the
19 sheet, lay it on the superintendent's desk and head
20 for the hills.

21 Q. Okay. Do you generally stay the
22 entire time of the scheduled shift or do you leave
23 sometimes before the shift ends or --

24 A. I'm usually there until the normal

1 assigned shift is over. If on an afternoon shift
2 that's scheduled from 3:30 to midnight, I would be
3 there till midnight.

4 Q. Okay.

5 A. One occasion I think I stayed till two
6 or 3:00 in the morning, but when I went to
7 afternoons, very seldom was I there till 12:00.
8 Normally I -- I was heading out of the building.

9 Q. Because I understand that there's a
10 lot of departments that work a lot of overtime.
11 Who supervises your team leaders if you are not in
12 the facility?

13 A. If I'm not in the facility, they --
14 sometimes they would call me on the radio or what
15 they do is they have Nextels and in a lot of cases,
16 they just get the person that they need to come
17 over. They'll call the maintenance supervisors.
18 They write up their own tickets.

19 That's a part of their -- that's a
20 part of the team matrix, for the team to generate
21 their -- their downtime tickets, to -- their PM
22 tickets, to notify -- and then what they do then,
23 in turn, is just notify the supervisor that they're
24 down.

1 So on many occasions, there's people
2 in the building with -- with team leader
3 supervision. Not group leader supervision, but
4 team leader supervision.

5 Q. How do you determine, then, when Don
6 Williams goes home, based just on a scheduled
7 shift?

8 A. Just -- yeah, based on the scheduled
9 shifts. Now, if -- if for some reason that there's
10 a crisis, a problem or whatever, I wouldn't walk
11 out under those conditions.

12 Q. Sure.

13 A. But if there's floats in the
14 departments, the people are lined up and they know
15 what they're going to do, all the equipment's up,
16 then I go.

17 Q. Okay. We've heard a lot of talk about
18 representations or the term "promises" had been
19 made for individuals when they came over from Ford
20 Motor Company to ZF Batavia. Can you tell me, in
21 terms of Don Williams' opinion, what
22 representations or promises were made that have not
23 been followed through on by ZF Batavia?

24 A. Starting -- I believe that was -- was

1 that '98 when we had the meetings? That was -- it
2 was a -- it was a -- it was a shock when we found
3 out that there had been some reorganization, I
4 guess, in the Ford structure and how they were
5 going to do their business.

6 And there was a lot of hesitation
7 and -- and reservations. There was a lot of people
8 that said they weren't going to make the plunge.
9 And I was one that felt as though after 22 or 23
10 years, whether I was going to jump ship or not.

11 And there was some meetings that were
12 held in the cafeteria, but prior -- prior to those
13 meetings, as I recall it, there was -- my -- I was
14 directly reporting to Rick Williams at the time and
15 he was acting, I guess, as -- as a -- well, we were
16 still all Ford, but evidently he had been or had
17 already accepted an offer to go over with the joint
18 venture.

19 And I specifically recall on several
20 occasions, he asking -- you know, what are you
21 going to do because Rick thought a lot of -- he
22 felt that I performed my job very well and he
23 was -- he was wanting me to come over and he had
24 accepted a position, as I understand it, as

1 production manager.

2 The people that were in the cafeteria
3 at the time was -- was -- Karl Kehr did a lot of
4 the -- a lot of talking. Dave Adams had us all
5 together upstairs in the conference room when he
6 introduced himself as the president of the newly
7 formed joint venture and --

8 Q. Not to interrupt, but I sometimes
9 can't help myself. But let's back up a second.
10 Now, the meeting with Dave was a meeting with maybe
11 six or seven of the -- what I'll call Ford
12 transitionals?

13 A. You mean with Dave?

14 Q. Yeah.

15 A. All the salary people.

16 Q. Okay. Was that in the cafeteria?

17 A. No, no. That was -- that was upstairs
18 in the conference room.

19 Q. Okay. And if I told you that the
20 meeting in the cafeteria -- if I got the right
21 ones -- those were held on May 27th. Does that
22 sound about right?

23 A. That sounds about right, late May.

24 Q. All right. In relation to the

1 meetings in the cafeteria, the -- the meeting up in
2 the conference room, was that before or after the
3 cafeteria meeting?

4 A. John, I want to say it was before. I
5 think that was -- Dave was introducing himself as
6 the president of the newly formed joint venture.

7 Q. Okay.

8 A. And I very specifically saying -- I
9 specifically remember him saying in that -- in that
10 meeting that the CVT was the future --

11 Q. Okay.

12 A. -- of the automotive transmission
13 industry and that we would have a opportunity to
14 get in on the ground floor of a -- of a -- of a new
15 product, a newly developed product. And that's --
16 that's -- I remember -- I specifically remember him
17 saying a newly developed product.

18 Q. Okay. Anything else you remember
19 from -- and let's stick with that meeting for right
20 now. Any other phrases, comments, anything else
21 from Dave at that point?

22 A. He said details would -- would be
23 worked out and we would -- basically what he did
24 was give us his background and gave us ZF's

1 background.

2 Q. Okay.

3 A. And said it was -- it was their
4 attempt to get as many people to come over to the
5 new company as possible, so that there wouldn't be
6 a -- any interruptions in the -- in the business.

7 Q. Okay. Anybody else speak of any
8 substance at that meeting?

9 A. Not as I recall.

10 Q. Okay. Now -- and I want to talk about
11 those meetings. Let's talk a little bit again
12 about what you recall, again, whether it's promises
13 or representations or whatever you want to call it,
14 that you feel were made to you or other
15 transitionals that hasn't been followed through on.

16 We talked a little bit about the
17 meetings, okay? But let's talk specifically about
18 issues or items or however you want to phrase that.

19 A. Well, in the very beginning when they
20 announced it, they had us all together in the open
21 area outside the hospital. And at that meeting,
22 there was a lot of union officials and I believe,
23 if my memory is correct, there was a -- it was a
24 video. It was a conference and Detroit was -- the

1 CEO, Nasser, I believe it was, was there. And we
2 were told at that time nothing would change.
3 Everything would be the same for hourly and
4 salaried people.

5 So at the very first meeting when we
6 were told by the higher ups nothing would change,
7 and that was -- that was union and salary. So we
8 went away still in shock, I guess, about the joint
9 venture from that very first meeting, but with a
10 good feeling that this announcement was made to the
11 world and we were told then that nothing would
12 change. Everything would be the same.

13 Q. Okay. What's the next -- well, let's
14 try and get back to the issues and then I want to
15 try and tie them to a meeting or discussion.

16 Again, what do you feel hasn't been
17 followed through on?

18 A. The promises, the agreement?

19 Q. Whatever you want to call them.

20 A. The -- the AIP.

21 Q. Okay.

22 A. We were told very specifically -- and
23 that's one of the things in the cafeteria that they
24 knew because none of the -- I wouldn't have gone

1 over. I mean, we were getting some pretty good --
2 we were getting some pretty good bonuses at Ford.
3 So they knew they had to give us something. So
4 they called them AIPs. And we were told at that
5 time that that would be distributed based upon the
6 plant's performance and productivity, quality,
7 schedule and cost. Not individual, but on the
8 plant's performance.

9 Not on how much money you made that --
10 the previous year, but on money that was allocated
11 this year for next year and if the plant's ability
12 to attain those numbers were favorable, then the
13 AIP would be distributed based upon those
14 calculations.

15 And come to find out, I was penalized
16 for whatever reason because I had a transition
17 bonus that was paid one-third, one-third,
18 one-third. So I had received that money the prior
19 year. I had received my overtime money the prior
20 year and I had received the bonus money the prior
21 year, some of which was Ford for the first year and
22 there was a -- and there was a percentage of it
23 that was also ZF that they -- that was distributed.

24 So the next year, then, I was reduced

1 because of the -- of my gross salary the year
2 before. So the -- the agreement was already, in my
3 opinion, broken because somewhere I didn't get from
4 my previous year what they told me they were going
5 to give me.

6 Q. Okay.

7 A. I either lost it in my one -- I either
8 didn't get my one-third that was Ford transition
9 bonus or they took away my overtime or they took
10 away my -- the other bonus. So that was gone.
11 That -- that was violated very quickly. The next
12 area, it really --

13 Q. All right. Before we go to the next
14 area, let me ask you -- I'm going to tie some
15 things down here, okay? With respect to the AIP,
16 you received a pretty substantial AIP payment in
17 March of 2000, as I recall.

18 A. I'd have to see it.

19 MR. SIMON: Just make an objection,
20 make it a continuing objection, if you like,
21 Mr. Hunter, that we had asked for the AIP bonuses
22 for all 15 of our clients and we didn't get them.

23 MR. HUNTER: Well, I --

24 MR. SIMON: And you're asking the

1 clients questions about what they remember getting,
2 so I object to that.

3 MR. HUNTER: I must respectfully
4 disagree. For example, if you look at document 276
5 in the Bates stamped documents that have been
6 provided to you for months now, you will see the
7 2000 AIP payment in there for Mr. Williams.

8 If you review the other documents that
9 have been provided with respect to the other
10 individuals, the AIP payments for 2000 were
11 reflected in all those personnel files and have
12 been that way for several months now.

13 MR. SIMON: 2000, 2001 and 2002?

14 MR. HUNTER: I'm asking about 2000,
15 Mr. Simon.

16 MR. SIMON: Well, I'm not sure we've
17 got all three years of bonuses and that's my
18 objection.

19 BY MR. HUNTER:

20 Q. Mr. Williams, you received \$7,350 in
21 March of 2000, didn't you?

22 A. I'd have to see it.

23 Q. You don't remember?

24 A. Do I remember the number?

1 Q. Mm-hmm.

2 A. No, I don't.

3 Q. Well, how much were you supposed to
4 receive?

5 A. I'd have to look at the numbers, John.

6 Q. No, no, no. How much were you
7 supposed to receive? Not what you received. If
8 you don't know that, that's okay. What were you
9 supposed to receive?

10 A. Was that the first bonus? See, I
11 don't --

12 Q. Yes, sir.

13 A. There was -- there was -- I'm confused
14 about your question because there was a bonus that
15 the first year we went over and I can't recall
16 without seeing that, just exactly -- if you have
17 them all, lay them out there so I can see and then
18 I can better answer your question.

19 I mean, just to wave a piece of paper
20 at me is -- is kind of -- and ask me a question.
21 I'm trying to be specific. I'm trying to give you
22 the most honest answers and accurate that I can.
23 But if -- if I see them, I can tell you, the first
24 payment that we got was a Ford and a ZF bonus when

1 we went over our first year. Some of that was
2 Ford; some of that was ZF.

3 So for you to wave something at me
4 and -- let's see. When I signed on, I signed on in
5 December of '99. When was that paid?

6 Q. March of 2000. I would represent --

7 A. Then that --

8 Q. -- I would represent to you --

9 A. Then that would have been -- then that
10 would have been the first bonus we received --

11 Q. Right.

12 A. -- which would have been a combination
13 number of Ford and ZF, correct?

14 Q. I get to ask today, okay? I don't
15 know the source of that payment, okay? My opinion
16 would be --

17 A. Well, don't hide anything. Just put
18 it out there --

19 Q. My opinion would be, Don --

20 A. -- and we'll get to the bottom of it.

21 Q. -- was that was a Batavia payment,
22 okay? I mean, you've said something nobody else
23 has said, in terms of Ford or ZF Batavia.

24 A. No, that was not a Batavia --

1 Q. Okay.

2 A. Ford --

3 Q. You received a true-up payment, okay?

4 You received a bonus payment and you received a
5 merit increase about March of 2000. But let's
6 stick with the AIP for right now.

7 A. Okay.

8 Q. You don't know how much you were paid
9 in March. Do you know how much you were supposed
10 to be paid in March of 2000?

11 A. There was a letter that came out, as I
12 recall it, that said this was what ZF's going to
13 do; this is what Ford's going to do, going back
14 three years.

15 Q. Mm-hmm.

16 A. That payment -- it was that payment
17 that was -- if we're talking about the same
18 payment -- it was that payment that was correct.
19 That would have been the first year I went over.
20 The next year is when it changed.

21 Q. Okay. Let's talk about the next year.
22 All I'm trying to do, Don, is understand what
23 payment you felt you didn't receive, okay, and then
24 when. I'm not trying to trick you or anything else

1 here.

2 You made the comment that you didn't
3 get the AIP you were supposed to because it was
4 reduced for your gross salary.

5 A. Mm-hmm.

6 Q. Okay. How much did you not receive?

7 A. They cut it in half.

8 Q. Okay. Well, what's the dollar amount?

9 A. It's right around \$4,000.

10 Q. And when should you have received
11 that?

12 A. I'm certain it was the second, so that
13 would have been the AIP that was paid in 2001.

14 Q. All right. And why do you think that
15 was reduced?

16 A. I have no idea.

17 Q. Okay.

18 A. I have no idea why it was changed.

19 Q. And who told you how much that payment
20 was going to be?

21 A. It was -- it was -- it was announced
22 that it was somewhere around -- I believe it was
23 seven percent. But how it was announced
24 specifically, I don't know whether it was an e-mail

1 posted. Some -- it was -- it was announced.

2 Q. Okay. And this is, again, roughly
3 March of 2001?

4 A. Roughly.

5 Q. Okay.

6 A. I'd have to look at the -- I'd have to
7 look at the -- to better really understand -- I
8 understand it, but I just want to make sure that
9 I'm -- I'm right in what I'm saying, just bringing
10 it out of -- bringing it out of my head --

11 Q. Okay.

12 A. -- my memory.

13 Q. Certainly you're not telling me that
14 anybody represented to you prior to your signing on
15 with ZF Batavia a fixed dollar amount for your AIP
16 payment, are you?

17 A. It was based upon the -- on the
18 schedule, delivery, cost of the Batavia plant.

19 Q. Basically the plant performance?

20 A. Plant performance.

21 Q. Okay. All right.

22 A. Not individual performance. Not
23 individually where -- because you went over a
24 certain amount of money gross. And I understand

1 that what they did was they just looked at some
2 guys and said this guy made over -- over this
3 amount, he gets cut. This person made over this
4 amount, he gets cut. They made over this amount,
5 he gets cuts.

6 It was given willy-nilly and there was
7 some people that got more and there was some that
8 got none and I was given half. Never was given an
9 explanation for why I got half.

10 Q. Will you explain to me why you think
11 you got what you referred to as half, what you base
12 your opinion on, then?

13 A. Only what I heard, that --

14 Q. Okay.

15 A. -- the fellows that they thought made
16 too much money, they -- they reduced it. They
17 said, Well, he got his in overtime --

18 Q. Okay.

19 A. -- but that wasn't true because there
20 was -- one-third of that money was -- was my
21 transition bonus. Another part of that money
22 was -- was the AIP from the year before.

23 Q. Okay.

24 A. Because they said -- I understand that

1 the scuttlebug (sic) was, well, if you worked a lot
2 of overtime.

3 Q. Okay. Any other AIP payments -- and
4 let's stick with the AIP -- that you feel that
5 you're entitled to?

6 A. No, because the next year it was done
7 in accordance with -- well, let me say this. Let
8 me say this. I didn't know that the ZF hirees were
9 going to have a greater amount of transition
10 percentage -- excuse me. Let me stop there. Not
11 transition. I didn't know that the ZF new hires
12 were going to get a greater percentage of the pie.

13 Q. Okay.

14 A. That was never -- that was never told.
15 As I -- as the AIP payments were -- came -- were
16 then paid, the transition people got less money,
17 percentage.

18 Q. I was going to say, they got less
19 percentage or less real dollars?

20 A. They got less percentage.

21 Q. Same dollars?

22 A. You can play with the numbers all you
23 want. When you tell me that you're going to pay me
24 a transition -- when you're going to pay me a bonus

1 and then you come back and tell me, Well, you know,
2 because you're transition, we're going to give you
3 less, that isn't what you told me in the beginning.

4 You told me in the beginning I was
5 going to get an AIP bonus. And I certainly
6 expected that to be even. I expected that to be
7 based upon the plant's performance. It -- it was
8 going to be eight percent, whether you were a
9 transition employee or whether you were a -- a new
10 hire, I expected that to be the same.

11 Q. Okay. All right. We've talked a lot
12 about AIP. Anything else with respect to AIP that
13 you feel you're entitled to?

14 A. No. The percentage difference between
15 the ZF and what I got and the year that I was cut
16 in half.

17 Q. Okay. What other promises or
18 representations do you feel were made to you that
19 haven't been followed through on?

20 A. Overtime.

21 Q. Okay. Well, let's talk about that.
22 What's the issue with overtime?

23 A. The issue with the overtime is I
24 expected it to be paid and I was told -- and they

1 even had to go back and read me on this issue
2 because when we brought up overtime in the
3 cafeteria meeting, the first cafeteria meeting,
4 everybody's eyebrows raised because they didn't
5 have any intention of paying overtime.

6 And they said, We can't give you guys
7 an answer. We need to go back and re-meet (sic) on
8 that. So they went back and they came back some
9 time later and said, okay, we're going to pay
10 overtime, just like you're getting your overtime
11 pay right now.

12 You won't lose anything because -- I
13 mean, most of the floor people, again, that
14 historically knew how the business ran and worked
15 overtime, no way they would have transitioned. No
16 way I would have transitioned with -- with losing
17 that. So they came back and said you will not lose
18 anything.

19 Q. All right. Let's try and nail that
20 down, okay? When was the first time you remember
21 discussing overtime -- the overtime policy at
22 Batavia with anybody? And when I say "Batavia," I
23 mean --

24 A. Didn't have to be --

1 Q. -- ZF Batavia.

2 A. Didn't have to be discussed until --
3 until they came out and said that they were going
4 to stop paying overtime. There was no reason to
5 discuss it. Everything was the same.

6 Q. Okay. All right. So that's the
7 first -- sounds like it's the first time and this
8 was at one of the cafeteria meetings?

9 MR. SIMON: I think you confused him
10 about when --

11 MR. HUNTER: I know I'm confused. All
12 right. Let's try this time --

13 MR. SIMON: I think he's trying to
14 focus on the transition period in '99, when did the
15 topic of overtime first come up when they were --

16 THE WITNESS: At that transition
17 meeting?

18 MR. HUNTER: I don't know. That's
19 what I'm trying to nail down.

20 THE WITNESS: The question came up in
21 that meeting in the cafeteria --

22 MR. HUNTER: There we are.

23 THE WITNESS: -- what about overtime?

24 MR. HUNTER: Okay.

1 THE WITNESS: And they -- there was a
2 big blank look of, what do you mean overtime? So
3 we're -- we're paid overtime.

4 BY MR. HUNTER:

5 Q. Hang on a second. This is a May
6 meeting in the cafeteria at ZF Batavia, right?

7 A. Yes.

8 Q. Okay. Now, you were there?

9 A. Yes.

10 Q. Okay. And somebody in the crowd asked
11 a question about the payment of overtime --

12 A. Yes.

13 Q. -- compensation? All right. Do you
14 remember who asked that question?

15 A. I -- I can't, no.

16 Q. Okay. Who answered it?

17 A. They looked at each other like -- like
18 they were aliens. We were aliens. Karl Kehr was
19 doing a lot of the -- a lot of talking.

20 Q. Okay.

21 A. I know Dave Adams was there. There
22 was a fellow --

23 Q. Hang on. Does that mean Dave wasn't
24 talking about the issue or Dave was just there?

1 What are you telling me?

2 A. I specifically remember he -- he did
3 limited talking. I specifically remember Dave
4 getting in -- I guess one of the superintendents --
5 I believe it was Rick Williams brought up a leased
6 car. And I specifically remember Karl looking at
7 Dave and Dave answered that question and said,
8 We're working with a local dealer to replace leased
9 cars. That was the answer that they gave to the
10 superintendents.

11 Q. Okay.

12 A. I -- I specifically remember Dave
13 saying that. But they looked at each other, just
14 like -- they didn't have an answer for us. They
15 did not have an answer for the overtime, too, for
16 that question.

17 Q. What did they say? We don't have an
18 answer?

19 A. We don't have an answer for it. We'll
20 have to get back to -- to you.

21 Q. Okay. Did the overtime issue come up
22 again at that meeting?

23 A. No, there was no need for it to, as I
24 recall it.

1 Q. Okay. Do you remember, was this --
2 there were -- well, do you recall there were two
3 meetings on that date in the cafeteria?

4 A. One was for the off-shift people and
5 the other one was for the day-shift people.

6 Q. Okay. Which meeting did you go to?

7 A. The day shift meeting.

8 Q. Trying to remember what -- do you
9 remember what time that was?

10 A. Oh, Lord, no.

11 Q. Okay. Hang on. Okay. Before you had
12 your conversation with your counsel, I had asked
13 you a question about what time the meeting was that
14 you went to.

15 MR. SIMON: I thought he answered the
16 question. I'm sorry.

17 A. I don't know.

18 Q. Okay.

19 A. I don't know what time that meeting --
20 I don't know what time it was held.

21 Q. If I told you there was one meeting at
22 8:30 a.m. and another meeting scheduled for two,
23 which meeting -- if that helps at all.

24 A. John, I -- I can't -- I don't know.

1 Q. Okay. Do you remember who -- who else
2 might have spoken at those meetings?

3 A. No, it was -- there was a lot of
4 people that was --

5 Q. Okay.

6 A. A lot -- a lot of questions.

7 Q. Okay. So you went to the meeting on
8 the 27th. The question was asked about overtime
9 and simply couldn't be answered, from your
10 understanding?

11 MR. SIMON: Objection. I don't know
12 that he was talking about the 27th meeting, but go
13 ahead.

14 Q. Were you talking about the May 27th
15 meeting, if you know, Don?

16 A. I don't know, John. The first
17 meeting -- the first meeting that I went to, the
18 overtime question came up. They couldn't answer
19 it.

20 Q. Okay.

21 A. We had another meeting sometime after
22 that. If that was May the 27th, it could have
23 been.

24 Q. Okay.

1 A. But as far as -- as -- you said the
2 date and it could have been. But I do know the
3 first meeting that I attended -- and I don't recall
4 missing a meeting, so it could have been that date.
5 It could not have been. And then there was another
6 meeting when they came back and said they would pay
7 it, so --

8 Q. Okay. The first meeting where that
9 question was asked, was that in the cafeteria there
10 at the plant?

11 A. Mm-hmm.

12 Q. And that was kind of like a -- a
13 meeting for the Ford transitional folks?

14 A. Mm-hmm, yes.

15 Q. Okay. I think you told me Karl was
16 there; Dave was there. How about Tony DeShaw?

17 A. As I recall, he was there.

18 Q. How about representatives from Ford?

19 A. I know they were at a meeting. I
20 don't know whether it was the first one or the
21 second meeting. It seems like it was the second
22 meeting, but --

23 Q. Okay.

24 A. There was representatives from Ford.

1 Well, Karl was a representative from Ford. He
2 certainly wasn't ZF at the time.

3 Q. Okay. Let's talk now about the second
4 meeting. Did they come -- when I say "they" -- I
5 shouldn't say "they." But did somebody come back
6 to you with an answer on the overtime issue?

7 A. In that second meeting, they said we
8 will pay overtime.

9 Q. Okay. Do you remember who said that?

10 A. No, I don't.

11 Q. Okay. Who was at the second meeting,
12 was it -- well, who was at the second meeting?

13 A. John, I can't say for sure. I want to
14 say it was -- I want to say it was a combination of
15 Ford. I want to say there was some benefit reps
16 from -- from Fidelity. I want to say there was
17 some -- but to -- but to name the individuals,
18 there was -- we had representatives, but I can't be
19 positive --

20 Q. Okay.

21 A. -- with the names.

22 Q. Okay. All right. Now, we've talked
23 about, then, the overtime issue. In terms of --
24 and apparently your expectation, how has that

1 expectation not been met?

2 A. With the -- they did deduct -- they
3 just deduct an hour away from -- from your day.
4 And if you -- and in increments, you had to work a
5 whole hour. If there was a half hour -- so if I --
6 if I stayed over an hour and a half, I -- I didn't
7 get any pay. And that was -- that was a biggy, as
8 far as I was concerned.

9 Q. Okay. Do you know what the term
10 "casual time" means?

11 A. Mm-hmm.

12 Q. Okay. What -- to Don Williams, what
13 is casual time?

14 A. To me, casual time is going in the
15 office and turning in your paperwork and the -- the
16 few minutes that it takes you to start your day
17 out, but normally that -- at the end of the shift,
18 may be giving your end-of-the-shift lineup to the
19 next guy. That's casual.

20 Q. And certainly you had casual time at
21 Ford, didn't you?

22 A. There was casual time. There was --
23 there was maybe 15 minutes before and after,
24 something like that. But -- but there was a lot of

1 times we dropped our paperwork and you had a number
2 to run to. And if you ran to your budget, why you
3 didn't even have to -- you didn't even have to hang
4 around. You gave your paperwork to the general
5 foreman as you went by and you were out there. You
6 were out of there by -- right on the money.

7 Q. Okay. So -- and when you say run
8 through a number, you get a set number of parts and
9 you're out of the plant?

10 A. I didn't say that.

11 Q. Okay.

12 A. No. That's an open -- that's a open
13 statement. What I said was, when we achieve our
14 goals, if you achieved it, then there was -- there
15 was really no reason to go through a lot of what we
16 called the terror chair. So you didn't have to sit
17 there and be terrorized.

18 You gave your -- you just passed your
19 numbers to the -- to the -- maybe the afternoon
20 shift guy or to your general foreman and he --
21 because you knew everything was going to be fine.
22 So you didn't even have to go up to the squirm
23 chair.

24 Q. To the what?

1 A. Squirm chair, when you go to the
2 superintendent because you ran horrible and he beat
3 you up from everything you do from a mock 10
4 through the final sell count. That was the squirm
5 or the terror chair.

6 Q. Okay.

7 A. So if you ran horribly and you
8 couldn't give an explanation for it, why you might
9 be in the squirm chair for 45 minutes. And if you
10 were in the squirm chair for 45 minutes, you
11 didn't -- you didn't get paid for that.

12 Q. Okay. Any other issues with respect
13 to the overtime?

14 A. Not as I -- not -- no.

15 Q. Okay. And if I recall, you answered
16 certain interrogatories in this case and asserted a
17 loss of \$27,000.

18 A. Mm-hmm.

19 Q. Does that sound familiar?

20 A. Mm-hmm.

21 Q. Okay. Does that relate to overtime or
22 what is that number?

23 A. That relates to the dollar amount that
24 I lost because of the policy change.

1 Q. When did the policy change?

2 A. I'm not sure of the date. I know when
3 I -- I know when I figured that loss, I had the
4 date and I figured it from --

5 MR. HUNTER: Steve, you can pull
6 number 10 -- or actually let's go off the record
7 for a second.

8 (Off the record: 9:08 a.m. - 9:09 a.m.)

9 Q. Mr. Williams, your attorney was kind
10 enough to hand you Exhibit 10. I would ask you to
11 take a couple minutes to read that document.

12 A. Okay.

13 Q. Okay. You had mentioned the change in
14 policy with respect to overtime, but couldn't
15 remember the date. Does Exhibit 10 help you with
16 that date?

17 A. Mm-hmm.

18 Q. Okay. And would it be safe to say,
19 then, in approximately March of 2002 is the policy
20 change date you reference?

21 MR. SIMON: Objection. We've answered
22 this question in the interrogatory, but go ahead.

23 A. Yes.

24 Q. All right. And so your \$27,000 would

1 represent uncompensated overtime from March
2 approximately of 2002 until today or what time
3 period?

4 MR. SIMON: John, may I have a
5 continuing objection? These questions have been
6 asked and answered in the interrogatory, but you
7 can ask him. I mean, there in the interrogatory
8 answer may explain where the numbers came from.
9 I'm not saying you're not entitled to ask him, but
10 my objection is that he has answered the
11 interrogatory.

12 MR. HUNTER: Yeah, the interrogatory
13 reflects it's an estimate. I'm just trying to
14 understand --

15 MR. SIMON: Yeah.

16 MR. HUNTER: -- the time, the place.
17 Just want to know what the claim is.

18 MR. SIMON: That information also is
19 given in the interrogatory answer, but he can
20 answer.

21 A. That was an estimate from that time --
22 from this time through the current -- I believe it
23 was maybe two or three months ago, when -- I'm
24 thinking.

1 Q. Certainly whatever date you supplied
2 the answers?

3 A. Right.

4 Q. Again, it's not a trick question. I'm
5 just trying to understand what that number
6 represents.

7 A. That's -- that's it.

8 Q. Okay. So March, again, of '02
9 through -- these were submitted back sometime in
10 May.

11 A. Okay.

12 Q. All right. The AIP payment you
13 mentioned before, the \$4,000, is that a component
14 of that 27,000?

15 A. No.

16 Q. Okay. So that four would be on top of
17 the 27?

18 A. Yes.

19 Q. Okay. And, again, I'm not trying to
20 ask this 47 times. So the 27 is truly just unpaid
21 overtime compensation?

22 A. It's an estimate of that, yes.

23 Q. Okay. Any other issues with the
24 overtime, then?

1 A. Well, the other issue that comes about
2 with the overtime is, if you wanted to pay me -- if
3 I'm going to be paid as a nonexempt employee --
4 there's two more issues with it.

5 Q. Okay.

6 A. Let me first start with managerial
7 role and -- because that was a biggy. We were told
8 the overtime was going to be the same, that MR
9 role -- and at Ford, the MR roles were paid
10 overtime up through and including a grade -- I know
11 12 and sometimes a 13.

12 Well -- and we were told nothing is
13 going to change. MR role -- and I was just told
14 again last week by Eric Spencer, we don't pay MR
15 overtime. Dick Newark said, Len Sennish said, we
16 don't pay MR role overtime.

17 Well, then, the agreement is not true
18 because the agreement was we were going to be paid
19 overtime up through the MR role, just like it was
20 at Ford. And now we found out and this was -- this
21 had -- this had a substantial impact on whether I
22 was going to take another job or not because
23 they -- they said we can't pay you in this job
24 overtime because you'll be in MR role.

1 So that had a substantial impact on
2 what my decision was. So two things with the
3 overtime. ZF changed the policy to where they quit
4 paying the MR role people overtime as Ford did.

5 And then the second part of that is,
6 if you're going to treat me as a nonexempt
7 employee, then -- and -- and that wasn't figured in
8 these dollars amount, then -- then I should be paid
9 for every tenth. So that figure would even be
10 higher.

11 Q. Okay. How is it that you're paid as a
12 nonexempt employee?

13 A. By ringing in and ringing out and --
14 and being threatened to be docked. And, in fact, I
15 think I was docked because when you didn't pay me
16 for the half hour or the hour that I was there
17 because I hadn't done the first nine, then, in
18 essence, in my opinion, I was docked.

19 Q. Have you ever received less than your
20 full salary?

21 A. Yes.

22 Q. When?

23 A. I was -- that would have been last
24 year and it was due to the policy change on the

1 sick days.

2 Q. And how much less did you receive?

3 A. A day's pay.

4 Q. Did you work that day?

5 A. No.

6 Q. And you were docked a day?

7 A. Mm-hmm.

8 Q. In the information that you supplied,
9 in terms of the answers to interrogatories, is that
10 reflected anywhere in those answers?

11 A. It could be -- it could be under the
12 sick and personal.

13 Q. Do you remember what day you were
14 docked for?

15 A. Unfortunately, John, I had it in the
16 computer and I understand now, the hard drive,
17 they're trying to retrieve that information because
18 I recall Teri, the girl in timekeeping, sent me an
19 e-mail and said that I was into the fourth day and
20 I replied that -- so I had it under the send it
21 columns on my e-mail, if they're successful in
22 getting all that information back, I can tell you
23 exactly. But without that, I -- I'd only be
24 guessing. It was fourth quarter, maybe.

1 Q. Fourth quarter of '02 or '01?

2 A. '02.

3 Q. After the lawsuit was filed?

4 A. I'd have to look.

5 Q. Okay.

6 A. I'd have to look.

7 Q. When you say it's on the computer,
8 that's at your computer at work?

9 A. Or even -- I even have a check, so I
10 could even look at my check and tell you and say --
11 and tell you.

12 Q. Okay. Did you ever give a copy of
13 that check to your attorney?

14 A. Can't be sure.

15 Q. Other than that date, do you claim
16 that you've been docked your salary any other date?

17 A. I'd have to go back and look, John.
18 But I'd say I was docked every time that I was in
19 that building. When the policy changed, I was
20 docked every day.

21 Q. Your salary was reduced every day?

22 A. Yes, it would have been.

23 Q. Your salary?

24 A. Not -- not my -- not my monthly

1 salary, but my overtime. I was docked on the back
2 end.

3 Q. Okay. Does Batavia pay for lunch for
4 salaried folks such as yourself?

5 A. Do they pay for lunch?

6 Q. Mm-hmm.

7 A. Can't say that they do.

8 Q. Does your time sheet reflect the time
9 you take for lunch?

10 A. I don't know that it does.

11 Q. Do you ever in the middle of the day
12 go out of the plant for lunch?

13 A. Sometimes.

14 Q. That's not reflected on your time
15 sheet, either, is it?

16 A. What do you mean by it's not reflected
17 on my time sheet?

18 Q. Do you reduce your hours for that?

19 A. Do I charge them for lunch?

20 Q. Mm-hmm.

21 A. Is that what you're saying? No.

22 Q. Okay. So your time sheet is adjusted
23 for when you go in and out of the plant?

24 A. I would have to say it is.

1 Q. Okay. How do you show that on your
2 time sheet?

3 A. How do I show lunch on my time sheet?

4 Q. The time that you're out of the plant.

5 A. It varies. If I came in late,
6 normally I would put down the time that I started.
7 If -- if I'm out and it's a long lunch, normally I
8 would tell my supervisor I'll be gone for this
9 amount of time and I'll be back. But normally
10 somebody knows if I'm out of the building for an
11 extended period of time, somebody would know.

12 Q. Okay. But how is it reflected on your
13 time sheet?

14 A. In most instances, I pull it out of
15 there. In most instances, I wouldn't -- I wouldn't
16 want to charge them for --

17 Q. Most instances or all instances?

18 MR. SIMON: Just clarifying, are you
19 talking about lunches outside the plant or lunches
20 inside the plant?

21 MR. HUNTER: Either.

22 A. I don't know that I've charged them
23 for -- for being out of the building. If I was out
24 of the building for an extended period of time, I

1 don't know -- I don't know that I charged them for
2 that.

3 Q. Well, what's an extended period?

4 A. I'd say anything over 45, 50 minutes.

5 Q. Okay. So anything under 45 minutes --

6 A. They're salaried -- salaried
7 individuals sit in the cafeteria hour, hour and a
8 half. I never do that.

9 Q. Okay. Now we're talking about --

10 A. I've never done that.

11 Q. -- you, Mr. Williams -- -

12 A. Right.

13 Q. -- as you.

14 A. Right.

15 Q. So you feel up to 45 minutes does not
16 need to be reflected in your timecard?

17 A. 45 minutes, 50 minutes. I say that's
18 reasonable. Sometimes you have to -- you have to
19 run out and get a sandwich, 45, 50 minutes.

20 Q. And, again, clearly your timecards
21 would not reflect if you're out of the plant for
22 something less than 45 minutes, correct?

23 A. John, you'd have to -- be specific.
24 You'd have to show me something to -- to let me

1 recall my memory and see exactly what we're talking
2 about here. There's times when I'm out of the
3 building for an extended period of lunch that I
4 would go and my boss would know that I was out.

5 Q. But not reflected on your timecard?

6 A. It could not be. There's -- there's
7 a -- there was -- you'd have to be specific.

8 Q. Okay. And with relation to your start
9 time and the time reflected on your timecard, if --
10 if I took a look at the Honeywell readers as to
11 when you swiped into the building, safe to say your
12 time sheet is pretty close to when you swiped into
13 the building, correct?

14 A. I try to be.

15 Q. So that you don't account for any
16 casual time for ZF Batavia?

17 A. That I don't? Yes, I did.

18 Q. Well, you just told me your swipe time
19 was pretty much what was reflected on the time
20 sheet. How is that casual time?

21 A. If I came in at 20 minutes to seven
22 and my shift started at seven, that was casual
23 time.

24 Q. Well, if it's not on your time sheet,

1 how is that accounted for if you're to be paid for
2 every increment on your time sheet?

3 A. How would I be paid for it?

4 Q. No, sir. How is that casual time? If
5 the minute you walk in the plant it's on your time
6 sheet, where's the casual time?

7 A. If I walked in prior to the start of
8 the shift. If I walked in at -- if I walked in --
9 there would be none. If I was going to be paid for
10 every minute, there wouldn't be casual time.

11 Q. Right. And you understood when you
12 worked at Ford there was casual time, correct?

13 A. There was some casual time at Ford.
14 There was, like I said, squirm chairs. If some
15 guys didn't make it, they stayed there. If other
16 guys did, they were gone.

17 Q. Okay. But there was casual time at
18 Ford, correct? And your time sheets that are
19 submitted to ZF Batavia do not reflect any casual
20 time, do they?

21 A. Sometimes they do; sometimes they
22 don't.

23 Q. Give me a date when it reflects --

24 A. I don't know.

1 Q. -- casual time.

2 A. I would have to look at them and see.

3 Q. Okay.

4 A. You're talking about time sheets from
5 the -- from the time when the Honeywell system was
6 instituted and you expect me to recall every day
7 without being specific what was there. That's
8 impossible.

9 MR. HUNTER: What other issues --
10 well, do you want to take a break?

11 THE WITNESS: That's fine.

12 MR. HUNTER: We've been at this for
13 about an hour and a half.

14 MR. SIMON: Sure. Let's take a break.

15 (Off the record: 9:22 a.m. - 9:35 a.m.)

16 MR. HUNTER: Mr. Williams, your
17 attorney has indicated that you would like to
18 clarify something.

19 MR. SIMON: It's just with respect to
20 the overtime policy, that -- you had asked about
21 his calculation of \$27,000 and which is explained
22 in the interrogatory answer. And you had tied it
23 to Exhibit 10, which is a March 28, 2002 memo and
24 Mr. Williams wanted to clarify something.

1 THE WITNESS: Yes, that that was
2 actually -- my calculations were actually before
3 2002 because there was another announcement that we
4 wouldn't receive the overtime pay as it had been,
5 the policy change. So it was actually before the
6 2002 letter came out.

7 BY MR. HUNTER:

8 Q. You don't know when, though?

9 A. I believe it was in the third quarter,
10 second or third quarter of '01, I believe.

11 Q. Okay. And so your \$27,000 loss is
12 from second, third quarter of '01 through -- I
13 think we said May, roughly?

14 MR. HUNTER: Mr. Simon, if you
15 could --

16 MR. SIMON: I'm just trying to
17 clarify. I think he's guessing about when the memo
18 came out. We answered it. It's his memory --
19 whatever Mr. Williams' memory is, the record
20 reflects when the memo came out.

21 THE WITNESS: Yeah.

22 MR. SIMON: It isn't -- you know,
23 2002. He was confused on Exhibit 10.

24 THE WITNESS: Right.

1 MR. SIMON: So whatever his answer is,
2 it's already reflected on the record when the memo
3 came out.

4 THE WITNESS: Yes.

5 MR. SIMON: I was just trying to help.
6 The 2002 memo does address overtime, but that's not
7 the issue.

8 THE WITNESS: I took, John -- on my
9 estimate, what I took was what I had in front of me
10 at that particular time and --

11 BY MR. HUNTER:

12 Q. You had documents in front of you, you
13 mean or --

14 A. What I looked at was when that policy
15 change came and when I started doing different
16 and -- and the -- it says November the 15th, 2000
17 and I will -- I will stand that -- that I started
18 from then, due to a -- either an oral communication
19 or a written communication that I had.

20 Q. Okay. So you changed the way you did
21 your time sheets or -- I guess -- I don't know.
22 Trying to understand, what did Don Williams do
23 differently?

24 A. Changed the way I reported it --

1 Q. Okay.

2 A. -- so that the time, as I recall it,
3 was still -- there might have been an hour and a
4 half on the timecard, but I just didn't put down --
5 I just didn't -- the time entering and leaving, say
6 would maybe be 6:30 to 5:30 --

7 Q. Okay.

8 A. -- and no overtime. Or maybe one hour
9 of overtime when there would have been two or two
10 and a half hours of overtime.

11 Q. And there's a change as of -- as I
12 understand your attorney, in November of 2000 in
13 the way you report your time on your time sheets.
14 Is that what you're telling me or just the way you
15 were paid?

16 A. The way -- just didn't put the
17 overtime down.

18 Q. Okay.

19 A. Didn't put the overtime down.

20 Q. Okay.

21 A. Didn't put the overtime down. So if I
22 was there nine and a half hours, I didn't put any
23 overtime down.

24 Q. But you would have put the same start

1 and finish time; you just didn't mark the overtime
2 hours?

3 A. Didn't mark the overtime.

4 Q. Gotcha, I think. Okay.

5 MR. SIMON: This will be less
6 confusing. Mr. Williams had said about the AIP
7 bonus was cut in half, I think he said 2001 bonus.
8 I was -- perhaps the record's clear, but he was
9 referring to the 2001 bonus paid in 2002. Maybe
10 you understood that.

11 Q. Okay. Anything else we need to fix?

12 A. I don't think so. That's best as I
13 can --

14 MR. SIMON: Those are just the two
15 issues that I noticed needed clarified.

16 MR. HUNTER: Okay.

17 MR. SIMON: So perhaps the AIP one
18 doesn't even need clarified.

19 Q. Is there anything else with respect to
20 the payment of overtime that you feel is not what
21 was represented to you, other than what we've
22 already talked about?

23 A. If I recall it, I'll --

24 Q. Okay.

1 A. -- I'll come back to it.

2 Q. And we've talked about AIP; we've
3 talked about overtime. What else do you feel you
4 were entitled to that you haven't received from ZF
5 Batavia?

6 A. John, I was put into a position of --
7 of area manager without compensation back when Dick
8 Newark came in and he changed things. So, in my
9 opinion -- and those numbers aren't here, but I
10 should have been -- I should have been compensated
11 at that level that the job dictated.

12 Q. You're telling me you received a
13 promotion without a bump in pay or you got paid
14 nothing? I don't think I understand.

15 A. It was -- it was a no-monetary gain
16 promotion.

17 Q. Okay. Why didn't you decline?

18 A. At the -- at the time, it wasn't -- it
19 wasn't a do you want it or not. It's this is
20 what -- this is what we need you to do.

21 Q. Okay. It's safe to say that your
22 salary has been increased every year since you
23 started with Batavia, correct?

24 A. Correct.

1 Q. And you received an AIP bonus, maybe
2 not to your liking, but an AIP bonus every year,
3 correct?

4 A. Correct.

5 Q. And so you're saying as well you
6 should have gotten additional compensation, at
7 least for some period of time based upon your
8 responsibilities as an area manager?

9 A. Correct.

10 Q. At what meeting or why did you believe
11 that that would be the policy at Batavia when you
12 signed on?

13 A. Again, I was told that everything
14 would be the same. And even coming over from Ford,
15 if you went up to another level, you -- you got
16 that other level of pay.

17 Q. Every time?

18 A. There wasn't a time that I didn't.

19 Q. But you're certainly aware of others
20 that may have had increased responsibilities
21 without increased pay?

22 A. Responsibilities and going up another
23 level are two different things. So, yes, there's
24 times when you can be performing your same job and

1 just get some additional -- some additional
2 responsibility. But when you go up another level,
3 that's -- that's different.

4 Q. You're not currently an area manager,
5 are you?

6 A. No.

7 Q. Okay. You've got in front of you,
8 Don, Exhibit Number -- well, yeah, Exhibit Number
9 90. Have you had a chance to review that?

10 A. I'm familiar with it.

11 Q. Have you had a chance to review it,
12 though? If you need time, take time.

13 MR. SIMON: Off the record.

14 (Off the record: 9:44 a.m. - 9:45 a.m.)

15 MR. HUNTER: Okay. We're back on the
16 record. I guess the record should reflect that Mr.
17 Pearce has joined the deposition this morning.

18 Q. Mr. Williams, I've asked you to take a
19 minute to review Exhibit 90. Have you had a chance
20 to review that?

21 A. Mm-hmm.

22 Q. Okay. On the bottom left-hand corner,
23 that appears to be your signature down there --

24 A. Yes --

1 Q. -- on the left?

2 A. -- that's correct.

3 Q. Okay. Do you remember who gave you
4 this document?

5 A. Glen Marinetti.

6 Q. Okay. Did you read the document when
7 you received it?

8 A. Yes, I did.

9 Q. Do you remember any discussion you had
10 with Mr. Marinetti at the time that he gave it to
11 you?

12 A. In particular, he walked into the
13 office -- he called me and asked me where I was
14 and -- and I told him that I was in the -- in the
15 area of department 832. There's a conference room
16 upstairs in the -- in his own office. He said,
17 Hang around. I'll be down. And he came down and
18 he basically put it in front of me and I read that
19 and -- and did the accept and signed it.

20 Q. Okay. Did you have any discussion
21 with him at that point in time about the letter or
22 your expectations?

23 A. He just welcomed -- he said -- you
24 know, he welcomed me aboard and -- and, really,

1 that was the extent of --

2 Q. Okay. Did he give you any other
3 documents at that time?

4 A. I was given the -- the offer from ZF
5 Batavia for the transition employee.

6 Q. Okay. You've nodded to the
7 document -- Mr. Simon's pulled out Exhibit 2.

8 A. Mm-hmm.

9 Q. He gave you that when you were out on
10 the floor?

11 A. Mm-hmm.

12 Q. Okay. Is that the first time you had
13 seen that document?

14 A. It seems like there was a -- given to
15 me personally was when I -- when I did this, but it
16 seems like -- it seems like I had seen it, but --
17 and I couldn't recall whether it was -- whether it
18 was -- where I had seen it. But it seems like I
19 had seen it, but really not given to me personally
20 and --

21 Q. Okay. And, again, the discussion with
22 Marinetti was basically welcome aboard?

23 A. Mm-hmm.

24 Q. Okay. That exchange took roughly how

1 long?

2 A. He read -- we read this together.
3 Welcome aboard. Gave me the brochure. I looked at
4 it and -- maybe five minutes.

5 Q. Okay. Given the fact that this was a
6 change in employment after 20-plus years, would it
7 be safe to say that you had made up your mind to
8 make the jump prior to him coming out on the floor?

9 A. We were told certain things, and based
10 upon what we were told, along with -- with this
11 document, yes. And looking over that folder, it's
12 safe to say that I made up my mind then.

13 If I would have been -- based upon
14 what I was told and not seeing anything in
15 writing -- so to answer your question, I can't say
16 that my mind was already made up.

17 Q. So in five minutes out on the floor,
18 you decided to leave 22-plus years at Ford?

19 A. Once I put together, yes, what they've
20 told me is they're going to do now because I've got
21 some documents in front of me that I can believe
22 in, they've put some things in writing. To me,
23 that solidified it.

24 Q. But you --

1 A. If -- if he would have brought
2 documents out that would have been different than
3 verbal communications that we would have had and it
4 would have not substantiated that, no, I
5 wouldn't -- I wouldn't have signed.

6 Q. Can you tell me what in the gray
7 brochure stuck out in your mind then?

8 A. What stuck out?

9 Q. Mm-hmm.

10 A. As far as I was concerned, the salary,
11 the vacation, the AIP. I mean, I -- I looked at
12 that rather -- I felt like comprehensibly. I
13 looked at the -- the -- the 401K plan that -- that
14 I had been verbally communicated to that that was
15 going to be because it was a -- it was a different
16 plan than a -- than a defined retirement plan. And
17 I wanted to make certain that, yes, there was some
18 certain information in there that -- that was
19 around that.

20 Q. Okay. And you saw on the gray,
21 tri-fold brochure, Exhibit Number 2 that it said
22 that it was subject to change?

23 A. The plan -- the agreement, as I
24 understood it, I -- I determined that, John, as a

1 condition of employment. And I -- I felt like that
2 they would live up to that agreement on those
3 conditions.

4 Q. That they would change?

5 A. So when I saw that --

6 MR. SIMON: I just object. If you
7 want to show him the line you're talking about, you
8 can do that. I just object to --

9 A. I felt -- I felt like the plans as
10 referred to in that document was the vision, the
11 dental plan, because those normally change. But
12 the other information -- the -- the retirement
13 was -- there was a specific rider on that that said
14 it would be guaranteed just like the Ford employee.
15 So I felt like that -- that I trusted that -- that
16 document.

17 Q. In five minutes on the floor?

18 A. John, I trusted that document, that
19 what it said there --

20 Q. Okay.

21 A. -- was I was willing to live up to
22 coming in every day and doing every day what they
23 expected me to do and I expected that to be what
24 they were going to do.

1 Q. Okay. You've made a comment that the
2 plans were going to change. I don't understand
3 what you mean by that.

4 A. Vision plan, dental plan, 401K plan.
5 And that document specifically said plan on 401.
6 If specifically said benefits for the vision and
7 the medical and -- so it specifically referred to
8 that. I looked at that document.

9 Q. Okay. What wasn't going to change,
10 according to that document?

11 A. What wasn't referred to as a plan, in
12 my opinion.

13 Q. In preparing for today's deposition,
14 did you review that document?

15 A. I've looked at that document a hundred
16 times.

17 Q. In preparing for today's deposition,
18 did you look at that document?

19 A. I looked at it as recently as --

20 MR. SIMON: He just wants to know if
21 you looked at it, Don.

22 THE WITNESS: Yes.

23 Q. Okay. And so which items in there say
24 they aren't going to change?

1 A. I believe this -- I believe this
2 document says salary won't change. I believe this
3 document says the AIP wouldn't change. I believe
4 the merit increase program -- I believe this
5 document says it doesn't change. I believe -- I
6 believe that maybe -- let me restate it.

7 The only thing that I believe this
8 document says can change is the medical, the
9 dental, the life insurance and the 401. Those are
10 plans and in -- and in --

11 Q. They're plans? I guess -- what makes
12 them a plan?

13 A. Because this specifically says
14 benefits plan. The brochure says benefits plan.
15 And I look over here and I see benefits. Salary,
16 to me, isn't a benefit. That's a condition of my
17 employment. So when this plan says key features of
18 the ZF Batavia plans, I interpret that as being
19 medical, dental, flexible spending account, life
20 insurance, accidental death, the other and the
21 401K. Those are the plans.

22 Q. Well, annual incentive says plan.

23 MR. SIMON: I just object to the
24 extent you're asking him to draw a legal conclusion

1 about a plan.

2 MR. HUNTER: I haven't asked for a
3 legal conclusion. I asked for Don Williams'
4 interpretation.

5 THE WITNESS: Well, I --

6 MR. SIMON: I'm making an objection.
7 The witness can answer.

8 Q. So if the plans can change, why can't
9 the annual incentive plan change?

10 A. That's a condition of employment.

11 Q. So it's --

12 A. That's very specifically a condition
13 of employment and that was told that it was going
14 to be a condition of employment because if that had
15 never been set forth as a -- as a condition,
16 wouldn't have accepted.

17 Q. Okay. So when was this condition set
18 forth?

19 A. When was it set forth?

20 Q. Mm-hmm. You just said it was "a
21 condition of employment."

22 A. When I signed that document.

23 Q. And when you say "that document,"
24 you're talking about Exhibit Number 90 --

1 A. Exhibit Number 90.

2 Q. -- that you reviewed for five minutes
3 out on the floor with Mr. Marinetti, correct?

4 A. Correct.

5 Q. Take a look at Exhibit 91 for me, if
6 you would, please.

7 A. Okay.

8 Q. Okay. On Exhibit 91, do you see the
9 second page of that document?

10 A. Mm-hmm.

11 Q. Is that your signature that appears
12 there in three different places on that document?

13 A. Yes, it is.

14 Q. Okay. I want to go back if we can for
15 a second to Exhibit Number 2. You would
16 acknowledge that the medical, the dental, the life
17 insurance, the accidental death and dismemberment,
18 I think you said were all subject to change?

19 A. I interpreted that, yes.

20 Q. And that's because those are plans?

21 A. I -- that's -- yes.

22 Q. What about the 401K savings plan?

23 A. I -- I thought I acknowledged that --

24 Q. Okay.

1 A. -- in my original answer.

2 Q. And the annual incentive plan, in your
3 opinion, is not subject to change?

4 MR. SIMON: Objection, asked and
5 answered. You can answer again.

6 A. That was condition of employment,
7 based upon me coming over. And I was verbally told
8 that it would be based upon and it's, here again,
9 that we would be awarded on ZF Batavia's success.
10 ZF Batavia's success, as determined by product,
11 time and delivery, yes.

12 Q. Okay.

13 A. So I understand when I say, "yes," I'm
14 saying, no, that it wouldn't change, that they
15 would live up to that agreement as a condition of
16 employment.

17 Q. You got to help me, Don. What's a
18 condition of employment?

19 A. To me, the condition of employment is
20 here's what we're going to -- here's your salary
21 and here's all those things that surround that.
22 And those are -- are things that are not going to
23 change and the other things, the plans -- some of
24 the plans may change.

1 Q. Okay. Who told you the annual
2 incentive plan wouldn't change?

3 A. The way that it's -- the way that it's
4 dictated, we were told that -- that you'll have an
5 annual incentive plan.

6 Q. Okay.

7 A. Now, it was based upon ZF Batavia's
8 success, ZF Batavia's success. And that's the way
9 it's written here.

10 Q. Okay. But who said it wouldn't
11 change?

12 A. When we initially -- in the cafeteria,
13 we were initially told you're going to come over,
14 nothing is going to change. The AIP was, in fact,
15 a part of -- it was a replacement. It was a
16 terminology that replaced Ford's -- I can't think
17 of the name of their -- their bonus. It wasn't
18 really a bonus.

19 Q. Profit sharing?

20 A. Profit sharing plan, yes. Profit
21 sharing. We were told that there's going to be
22 a -- a board that was going to be put together of
23 three Ford and three ZF. And they were going to --
24 so I felt comfortable. That was a part of that

1 decision, too, because I felt comfortable that I
2 was going to have, if you will, a -- a family that
3 was still going to watch out for my best interest.

4 So that helped me make that decision
5 of it won't change. I understood the parameters
6 around the plan as written here, that it would
7 be -- you'd be rewarded on ZF Batavia's success.
8 Those parameters -- I expected those parameters not
9 to change.

10 Q. Okay. But who at the meeting said
11 they wouldn't change? Was that your expectation or
12 was there a representation made to you?

13 A. When I was told that it's not going to
14 change, it's going to be the same, that's what -- I
15 expected it to be the same.

16 Q. Okay. Who said that?

17 A. I remember Hassan specifically saying
18 they're going to put it in writing. It's not going
19 to change.

20 Q. Let's stick with Hassan for a minute.
21 Did Hassan speak at that meeting?

22 A. No, no. That wasn't that -- this
23 wasn't -- this was sometime after the meeting when
24 there was still some questions whether people were

1 going to go, whether they were going to go over or
2 not. And you would see somebody that was
3 representing Ford and ZF to -- to entice the people
4 to sign over, just to make sure that, yeah,
5 everything is going to be the same. We're not
6 going to lose anything. That was -- that was a
7 huge step.

8 Q. So Hassan told you that everything
9 wasn't going to be -- or that things would be the
10 same. That's what you're telling me, correct?

11 A. He was an individual, yes.

12 Q. Okay. This is not, then, at a meeting
13 that was organized by either ZF, ZF Batavia or
14 Ford?

15 A. No. It was outside of that cafeteria,
16 if that's what you're saying.

17 Q. Okay.

18 A. That was outside of that cafeteria
19 setting.

20 Q. Let's talk about a formal meeting that
21 you went to where these representations may or may
22 not have been apparently made. Let's stick with
23 the cafeteria meeting, for example, okay?

24 Did somebody at the cafeteria meeting

1 say annual incentive plan wouldn't change?

2 A. They said here's what we're going to
3 offer and nobody indicated at the time that they
4 were going to change. Nobody indicated at the time
5 you may or may not have AIP. Nobody indicated at
6 the time that you're going to be paid less than
7 your ZF people that hired on. Nobody indicated at
8 the time that the panel, the board of directors
9 that was going to set up wasn't going to happen.
10 Nobody indicated at the time that you're going to
11 be given some time and then taken away. Nobody
12 indicated any of those things.

13 The indications that came out of those
14 meetings were this is what you're going to have as
15 a transition employee and we're going to look out
16 after you because we're going to establish this
17 panel and you're going to be protected.

18 Q. All right. Let's try and move on now.
19 You've told me about AIP, overtime. What else has
20 not been as was represented to you?

21 A. They changed the amount of sick days.

22 Q. Okay. What else?

23 A. Merit increase.

24 Q. Okay. What was represented to you

1 regarding the merit increase?

2 A. That there would be a merit program,
3 but I had no idea that it was going to be different
4 than -- than -- in other words, I'm saying I was
5 penalized for being a transition employee and I
6 never was indicated that -- that I would be
7 penalized for that.

8 Q. Okay. Let's back up a second to the
9 question I asked. What was represented to you?

10 A. That I would have a merit program.

11 Q. Okay. Anything else with respect to
12 the merit program?

13 A. No, not that I can recall.

14 Q. Okay. What else has ZF Batavia not
15 followed through on?

16 A. If I -- I've omitted anything
17 verbally, it would be indicated in the -- in the
18 interrogatory answers.

19 MR. SIMON: Mr. Hunter, I know you're
20 not trying to short Mr. Williams. He had said two
21 other things in passing of two things that they had
22 promised that hadn't happened. I know you're
23 trying to be thorough, so I just want to --

24 MR. HUNTER: Give me a hint. What am

1 I missing?

2 MR. SIMON: He had mentioned CVT, the
3 ground floor CVT. This was way before we took our
4 break and just now he mentioned the panel.

5 MR. HUNTER: Okay. But we've kind of
6 talked about that.

7 MR. SIMON: Okay. I didn't hear you
8 list the CVT when you listed them a second ago.

9 BY MR. HUNTER:

10 Q. All right. Anything else?

11 A. Not that I recall.

12 Q. Okay. Don, you had made mention of
13 your transition bonus before. You received
14 \$17,000?

15 A. Yes.

16 Q. Okay. And do you believe you're
17 entitled to any additional transition bonus or you
18 got the 17 that was told to you?

19 A. I -- I lost -- I think I lost it.

20 Q. And that goes to the AIP discussion we
21 had?

22 A. That goes back to the AIP.

23 Q. Okay. Well, you were to receive three
24 payments of -- where was it? 5,666.66 --

1 A. Yes.

2 Q. -- you received those three payments,
3 correct?

4 A. Yes.

5 Q. Did you also receive the one-time
6 signing bonus?

7 A. Yes.

8 Q. What was the \$17,000 paid to you for?

9 A. I understood it to be some specifics
10 and A Plan loss, defined retirement program and
11 maybe some of the other little perks we got at Ford
12 that -- that were different. But specifically, I
13 believed it to be defined loss of -- the defined
14 retirement plan and the A Plan.

15 Q. To make up for those differences, in
16 terms of benefits, whether it's the retirement
17 benefit or the A Plan?

18 A. A Plan and the defined retirement
19 plan.

20 MR. HUNTER: Okay. Tell you what. As
21 it is after 10:00, I'll let Mr. VanWay have a
22 couple minutes here. I'm not finished, but I know
23 that Mr. Pearce is scheduled for 11. See if we can
24 keep on track.

1 (10:07 a.m.)

2 MR. SIMON: Just "a couple minutes"
3 for Mr. VanWay sounds promising.

4 MR. VANWAY: He said that, I didn't.

5 EXAMINATION

6 BY MR. VANWAY:

7 Q. Good morning.

8 A. Morning.

9 Q. Mr. Williams, you and I have not met
10 before. I'm Jeff VanWay. I represent Ford in this
11 case and I've got some questions for you this
12 morning as well. I'll try not to duplicate the
13 questions that Mr. Hunter has already asked you.
14 If I do, I apologize. It's not intentional. We've
15 got somewhat different interests in this case.

16 A. I beg to differ. We met at -- we met
17 at --

18 MR. SIMON: Karl Kehr's --

19 Q. Oh, okay. You're right. I apologize.
20 I have lost track, I'm sorry, of everyone that I've
21 met in this case.

22 A. See, I've got a -- I'm over 50, so I
23 can --

24 Q. I don't have an excuse.

1 A. You don't have an excuse.

2 Q. Fair enough. Mr. Williams, I'd like
3 to show you what's previously been marked in this
4 case as Exhibit 57. I'll submit to you that's from
5 your personnel file at Ford Motor Company. If you
6 look at the bottom of that document, does that
7 appear to be your signature, Mr. Williams?

8 A. That appears to be my signature.

9 Q. Do you have any reason to dispute that
10 this is a document you signed while you worked for
11 Ford?

12 A. I -- restate the question. I was
13 reading.

14 Q. Sure. Do you remember signing this
15 when you worked for Ford?

16 A. No.

17 Q. Do you have any reason to believe that
18 you didn't sign this while you worked for Ford?

19 A. That looks like my chicken scratching,
20 so I would say I signed this document.

21 Q. Okay. And if you look, Mr. Williams,
22 at the third paragraph of that document where it
23 starts, "I understand that my employment," would
24 you take just a moment and read that paragraph to

1 yourself and let me know when you've done so?

2 MR. SIMON: Can you read it?

3 THE WITNESS: Yeah, I can.

4 MR. SIMON: Well, read it out loud, if
5 you --

6 THE WITNESS: Okay.

7 Q. Okay. Now, that, as I read it, Mr.
8 Williams, that paragraph appears to say that your
9 compensation at Ford was subject to such
10 adjustments as Ford may from time to time
11 determine. You agree with me that that's what the
12 document says, right?

13 A. That's what the document says.

14 Q. And that's how you understood things
15 to operate while you were employed with Ford; is
16 that correct, that your compensation changed from
17 time to time as Ford determined?

18 A. It went up, yes.

19 Q. Okay. Did your benefits change from
20 time to time while you worked at Ford?

21 A. When you're speaking of "benefits,"
22 you want to be more specific?

23 Q. Well, your health insurance premiums
24 changed?

1 A. Health insurance changed, yeah.

2 Q. The -- Ford changed its overtime
3 policy from time to time, didn't it?

4 A. Once the -- no.

5 Q. Wasn't there a period of time,
6 Mr. Williams, in fact, in the early eighties where
7 the company stopped paying for overtime? Do you
8 remember that?

9 A. No.

10 Q. May have went to comp time --

11 A. No.

12 Q. -- for salaried employees? You don't
13 recall that?

14 A. My -- my pay was never changed for the
15 overtime. When I went in there, I got --
16 excluding -- I started as a guard, now. When I
17 started as a guard, as a plant security person, we
18 got -- there was a specific amount because we got
19 five percent operational pay because it was
20 seven-day operation.

21 So that was different, but that plan
22 as it existed then, it never changed while I was
23 there. And then once I came on board in
24 supervision, it never changed.

1 Q. Let me ask this, then, Mr. Williams.
2 Would you agree with me that while you were
3 employed by Ford, had they wanted to change the
4 overtime policy, that was something that was within
5 their discretion to do so? Do you agree with that
6 statement?

7 A. I would agree with that statement.

8 Q. They didn't, for example, have to come
9 to you and get your approval before making a change
10 to the overtime policy?

11 A. I would agree with that.

12 Q. And, in fact, if they decided they
13 weren't going to pay overtime to salaried employees
14 anymore, they wouldn't have had to get your
15 approval to put in that sort of change, would they?

16 A. I agree with that.

17 Q. Are you familiar with the term
18 "at-will employee"?

19 A. Recently, yes.

20 Q. Okay. What's your understanding of
21 that term?

22 A. To me, that's a -- that's a
23 broad-based term that says I don't like your tie,
24 you're out.

1 Q. Did you understand that to be the way
2 things were when you were a salaried employee at
3 Ford --

4 A. No.

5 Q. -- that Ford could terminate you
6 without cause if they wanted to?

7 A. No.

8 Q. You didn't understand that?

9 A. No.

10 Q. You thought they had to have cause?

11 A. Yes.

12 Q. Did you ever receive a document from
13 Ford that said they had to have cause to terminate?

14 A. Did I ever receive --

15 Q. Yes, sir.

16 A. -- a document?

17 Q. Yes, sir.

18 A. No.

19 Q. That's just your understanding of how
20 things operated?

21 A. Well, I understood that there was --
22 never in -- in my years at Ford, did I know they
23 just brought somebody in and said, you're out of
24 here. It was always -- they had a -- they had

1 plan. They had clear-cut goals and objectives and
2 they sat down with you on a timely basis, went over
3 your plans and objectives with you and quarterly
4 your -- your supervisor would go in with you, they
5 would go over where you were, where you were weak
6 at. And if you were weak, they would try to come
7 up with somebody to put with you to make sure you
8 got where you needed to be and it was a defined
9 process. Very much different, in my opinion, as --
10 very much in contradiction to at will.

11 Q. Okay. Well, let me ask you this. Do
12 you dispute that had Ford wanted to terminate you
13 for any reason, that they could have done so? Do
14 you dispute that?

15 A. No.

16 Q. Okay. And when you went to ZF
17 Batavia, you understood you were going to be an
18 at-will employee there as well, didn't you?

19 A. No.

20 Q. You didn't understand that ZF Batavia
21 could terminate you for any reason?

22 A. No.

23 Q. How is it that ZF Batavia can
24 terminate you? Can they terminate you at all?

1 A. Yes, but their policy as -- as -- from
2 what I signed on my ZF application and what it is
3 now, that policy is very much different.

4 Q. From time to time you signed --

5 A. If I would --

6 Q. -- the application, things have
7 changed?

8 A. If I would have signed -- if I would
9 have seen ZF's policy the way it is written now
10 versus -- and it was changed some -- a year
11 afterwards, if that would have been presented in
12 front of me at will as strongly as it's worded now,
13 I wouldn't have signed it.

14 Q. Okay. So if at the time you applied
15 with ZF Batavia they had told you that your
16 employment was going to be at will, you wouldn't
17 have accepted employment then?

18 A. The way it's worded now, no.

19 Q. Do you still have Exhibit 91 in front
20 of you?

21 A. Yes.

22 Q. Will you take a look at the second
23 page of that document?

24 A. Yes.

1 Q. First section where your signature
2 appears --

3 A. Yes.

4 Q. -- the middle paragraph there.

5 A. Yes.

6 Q. Can you take just a moment and review
7 that paragraph? Let me know when you've done so.

8 A. I -- I've reviewed.

9 Q. Okay. Do you see in the second
10 sentence there where it says, "I understand that my
11 employment is not to be for any definite term and
12 it may be terminated at any time by either myself
13 or my employer"?

14 A. Yes.

15 Q. Okay. Is that your understanding of
16 how things were when you hired on at ZF Batavia?

17 A. This -- this, in my opinion, would
18 be -- I understood that -- that, yes, there's a --
19 there's a -- there could be a separation.

20 Q. Okay.

21 A. But I didn't understand that it's like
22 it is now.

23 Q. Well, how is it now?

24 A. Didn't need a reason. You're black,

1 get out. You're bald, get out. It's very
2 strongly -- if you had that document in front of
3 you, you would see what I was saying. You would
4 see what I was talking about. It's very much
5 different than this agreement that I signed with
6 Ford and/or ZF when I originally signed it.

7 Q. The same paragraph that we were just
8 looking at, Mr. Williams, if you continue --

9 A. "Regardless of my personnel policies
10 or practices adopted by the Company"?

11 Q. Right. And into the next sentence, it
12 says, the only way any differing commitment
13 regarding my employment may be made is by a written
14 agreement signed by the director of human resources
15 of the company. Do you see that sentence?

16 A. Mm-hmm.

17 Q. Do you have a written employment
18 agreement that's signed by the director of human
19 resources of ZF Batavia?

20 A. No, I don't.

21 Q. Now, we talked a little bit earlier
22 about changes that took place while you were at
23 Ford. You said that you always got a raise; is
24 that right? Your compensation always went up when

1 you were at Ford?

2 A. Mm-hmm.

3 Q. Did you get a raise every --

4 A. I can't say that I did.

5 Q. Some years that you may not have
6 gotten a raise?

7 A. Could have been possible.

8 Q. And you understood it was up to the
9 company how much of a raise you were going to get?

10 A. It wasn't always up to the company.
11 It was up to the individual.

12 Q. So you could go in and tell your boss
13 how much of a raise you were going to get; is
14 that --

15 A. No, but Ford's policy could have been
16 10 percent and your boss could have said three
17 percent.

18 Q. Okay. But you understood that it was
19 up to the company as to whether you were going to
20 get 10 percent, three percent, zero percent, right?

21 A. As I recall, it was up to my
22 supervisor. I don't know that there was ever a
23 time that -- that there wasn't any given -- that
24 there wasn't any given out, as I recall it.

1 Q. Okay. Did it vary from year to year?
2 Some years you received more; some years you
3 received less?

4 A. The years that -- I'd have to go back
5 and look at that form to see. I don't recall it --
6 I don't recall it being any less.

7 Q. Is it your understanding that you got
8 the same raise every single year that you worked
9 for Ford for 22, 23 years?

10 A. I think the percentage -- I think the
11 percentage for merit -- I don't recall it
12 decreasing.

13 Q. What percentage did you get?

14 A. Seems like five was probably the
15 lowest and -- I'd have to look at the documents.

16 Q. You said five was probably the lowest.
17 That leads me to believe that some years it may
18 have been more than five?

19 A. Mm-hmm.

20 Q. Okay. So you didn't get the same
21 increase every single year, right?

22 A. I thought I answered that.

23 Q. Well, you did, but then I think you
24 changed by some -- you confused me by something you

1 said later. You said the lowest you ever got was
2 five, and then I believe you said that there may
3 have been years when you got more than five, which
4 is fine. I just want to know, did you get the same
5 amount every -- the same percentage every single
6 year you were with Ford?

7 A. No. I think -- I think it progressed,
8 but I'd have to -- I'd have look at it to see --

9 Q. Okay.

10 A. -- how --

11 Q. That's fine.

12 A. I can't recall.

13 Q. Do you recall in the early eighties,
14 say the '82, '83 time frame, some lean years for
15 Ford and no merit increases at all were awarded?
16 Do you recall that time frame?

17 A. 21 years ago. You know, I don't.

18 Q. Now, you testified earlier that you
19 used to get a profit sharing bonus at Ford?

20 A. Mm-hmm.

21 Q. And the amount of your profit sharing
22 bonus varied, depending on how the company was
23 doing, right?

24 A. That was -- that was predetermined.

1 It was -- it was a set amount as predetermined and
2 the only way that it -- that it varied was -- was
3 based upon a certain -- they had a formula and you
4 always knew what that formula was even before
5 profit sharing days came out, so --

6 Q. But the amount that you, as an
7 individual, received wasn't the same every year,
8 was it?

9 A. No.

10 Q. And the percentage that you received
11 every year was not the same, was it?

12 A. No.

13 Q. Okay. And, in fact, there was some
14 years where there wasn't a profit sharing at all
15 paid; is that right?

16 A. No.

17 Q. No? Do you have Exhibit 4?

18 A. As I recall, no.

19 MR. SIMON: Let me find it.

20 MR. VANWAY: If Mr. Simon could
21 provide you with Exhibit 4, I would appreciate
22 that.

23 MR. SIMON: Let's see. Which ones are
24 we done with? Are we done with 90?

1 THE WITNESS: We done with 57 and --

2 MR. VANWAY: Yes.

3 THE WITNESS: -- 90, 91?

4 MR. VANWAY: We are, at least for
5 right now.

6 BY MR. VANWAY:

7 Q. Exhibit 4, actually if you could turn
8 just to the first page first, and then I'm going to
9 direct you to page 18 in just a moment.

10 MR. SIMON: Okay.

11 Q. Exhibit 4, as I understand it, are
12 some slides that may have been put up at the May
13 27th, '99 meeting. Is that your understanding of
14 Exhibit 4 as well?

15 A. Mm-hmm.

16 Q. Now, then, if you flip to page 18,
17 which is a chart that shows Ford historical profit
18 sharing. And you see there for the years '91, '92
19 and '93, it shows a zero percent?

20 A. I don't recall it, but if it's here, I
21 don't -- I don't recall.

22 Q. Okay. And I believe you already
23 testified that from time to time, your health
24 insurance changed?

1 A. Mm-hmm.

2 Q. But the amount you paid personally out
3 of your pocket changed, right, from time to time?

4 A. Mm-hmm.

5 MR. SIMON: He's done asking about
6 that.

7 Q. Do you also --

8 A. Are you finished with this?

9 Q. I am for the moment. Do you recall in
10 the early eighties, around 1982, again, some lean
11 times for Ford, that they canceled a number of
12 vacation days for employees, six, I believe? Do
13 you recall that happening? You need to answer out
14 loud so she's can get that.

15 A. No, no.

16 Q. Do you recall that prior -- just
17 shortly prior to the time that you accepted
18 employment with ZF Batavia, that Ford switched from
19 a profit sharing to a performance bonus system? Do
20 you recall that happening?

21 A. That would have been when?

22 Q. It would have been in 1999.

23 A. You're saying they stopped -- you're
24 saying they stopped the profit sharing?

1 Q. I'm asking if you remember a time in
2 1999 where Ford discontinued the profit sharing
3 plan and instead put in a performance bonus system.
4 Do you recall that happening?

5 A. No.

6 Q. Okay. Now, you testified as to a
7 number of promises that you believe were made to
8 you prior to the time you accepted employment with
9 ZF Batavia. I think I've got them all, but I want
10 to go through them to some extent.

11 The first, I believe you said, was
12 kind of a general promise that nothing will change?

13 A. (Witness nodded.)

14 Q. Did someone actually say that, nothing
15 will change?

16 A. Mm-hmm.

17 Q. And who actually said that?

18 A. That was in the meeting that was held
19 out on the floor in front of the plant hospital.

20 Q. Is that at the time the joint venture
21 was first being announced?

22 A. When it was -- when it was first
23 announced.

24 Q. And that was the video conference with

1 Jacque Nasser?

2 A. Yes.

3 Q. Okay. But later you understood that
4 things were going to change, right?

5 A. After -- that came about after -- if
6 I'm correct, after I had signed, then it said there
7 were going to be some -- some things started to
8 change.

9 Q. Well, even before that. If you go
10 back to the video conference, didn't Mr. Nasser or
11 somebody else in that video conference say that
12 everyone would be able to remain a Ford employee
13 and stay at the Batavia plant? Do you remember
14 that being said?

15 A. Yes.

16 Q. But later --

17 A. I don't recall whether it was Nasser
18 that said that.

19 Q. But someone -- someone at that time
20 said that?

21 A. Someone at that time. As I recall, he
22 just announced a joint venture on the global
23 teleconference thing and it seems like it was
24 somebody else -- it seemed like it was another

1 representative of Ford and ZF that said that --
2 that assured us we would remain Ford employees.

3 Q. Okay. But, of course, by the time you
4 accepted employment with ZF Batavia, you knew that
5 that wasn't going to be the way it was, right? You
6 knew that you were going to have to be a ZF Batavia
7 employee if you were going to work in the Batavia
8 plant, right?

9 A. Yes.

10 Q. Okay. Now, you also testified about
11 the AIP. I believe you said that the only change
12 that's taken place that's affected you is one year
13 you got 4,000 and -- or you got 4,000 less than you
14 think you should have, right?

15 A. As I recall it, yes.

16 Q. Okay. Now, did anyone prior to the
17 time you accepted employment with ZF Batavia, did
18 anyone ever communicate to you a specific dollar
19 amount as to how much your AIP was going to be?

20 A. No.

21 Q. Did they ever communicate to you a
22 specific percentage as to what your AIP was going
23 to be?

24 A. No.

1 Q. Did they ever tell you your AIP will
2 never fluctuate, it will be the same every year
3 while you're with ZF Batavia?

4 A. They told me your AIP is based upon
5 the overall performance of the plant.

6 Q. Okay. I'm asking a specific
7 question --

8 A. And I --

9 Q. -- Mr. Williams.

10 A. -- I understand that.

11 Q. And the specific question is, did
12 anyone tell you that your AIP will never fluctuate
13 while you're with ZF Batavia?

14 A. No.

15 Q. Okay. Did anyone in any of the
16 communications with you prior to the time that you
17 accepted employment with ZF Batavia tell you that
18 you, as an individual, would receive a larger AIP
19 bonus than the new ZF new hires would receive?

20 A. They didn't tell me I wouldn't.

21 Q. I understand. I'm asking if they ever
22 told you you would?

23 A. No.

24 Q. In fact, they didn't tell you one

1 thing one way or the other with respect to
2 comparing your pay and benefits to ZF new hires,
3 did they?

4 A. If there were nothing to hide, why
5 wouldn't it be disclosed?

6 Q. I'm asking you, did they tell you one
7 way or the other? Did they tell you how your pay
8 was going to compare to ZF new hires?

9 A. No.

10 Q. They tell you how your benefits were
11 going to compare with ZF new hires?

12 A. No.

13 Q. Who is it that changed your AIP, do
14 you know?

15 A. I can only suppose. I don't know. It
16 was either Dick Newark or above.

17 Q. Do you have any reason to believe that
18 anyone from Ford was involved in you not getting as
19 large an AIP as you believed you should receive?

20 A. Well, I believe that if -- I was told
21 in the very beginning that there was going to be a
22 council. There was going to be a board of
23 directors. There was going to be three Ford and there
24 was going to be three ZF and there was going to be

1 the president that was going to sit on that board.

2 And the promises that were made at
3 that time was surrounding that -- that board of
4 directors. There were going to be three Ford
5 people on there. I felt very comfortable in that
6 they were going to do what they said they were
7 going to do.

8 Q. I understand. My question is much
9 more specific. It's with respect to your AIP. As
10 you sit here today, do you have any reason to
11 believe that anyone from Ford was involved in the
12 decision to give you less of an AIP than you
13 believe you should have received?

14 A. Yes, yes --

15 Q. Who from --

16 A. -- yes.

17 Q. -- Ford, if you recall?

18 A. Yes, because if the board -- if the
19 board would have been -- if that board would have
20 been formed, I don't believe that I would have been
21 gotten -- I would receive less.

22 Q. Okay. But my question is much simpler
23 than that, okay? I don't want to know -- we'll
24 talk about the board, okay? What I want to know,

1 as you sit here today, do you have any reason to
2 believe that anyone from Ford either made the
3 decision or was involved in the decision to give
4 you less of an AIP than you believe you should have
5 received? Do you have any reason to believe that
6 anyone from Ford was a part of that decision?

7 A. Yes.

8 Q. Who from Ford was part of that
9 decision?

10 A. The ones that didn't get on the board,
11 like I was told that they were going to be there.

12 Q. If they had been on the board --

13 A. To name names --

14 MR. SIMON: Mr. VanWay, I understand
15 maybe he's not giving the answer that you're
16 looking for, but if you can just let him finish his
17 answer.

18 MR. VANWAY: That's fine. It's not
19 that I'm not getting the answer I'm looking for.
20 It's that he's not answering my question.

21 MR. SIMON: I think he's trying.

22 THE WITNESS: I'm answering him.

23 MR. SIMON: He's trying to.

24 BY MR. VANWAY:

1 Q. Let me back up, okay? I understand
2 that one of your allegations is that there should
3 have been a board, that you were promised that
4 there'd be a board and that there isn't a board --

5 A. Absolutely.

6 Q. -- fair? Okay. So since there's not
7 a board as you believe there should be, then no one
8 that is on that board that doesn't exist could have
9 been involved in this decision, right? That didn't
10 make much sense, did it?

11 The reason I'm confused, Mr. Williams,
12 is I believe what you're saying is that if there
13 had been a board, then you think that you would
14 have gotten the AIP the way that you think you
15 should have received it, right? Your AIP would be
16 correct if there'd been this board; is that a fair
17 statement?

18 A. Yes --

19 Q. Okay.

20 A. -- because I'm also going back to it
21 was cost plus and anything -- that our salaries
22 were going to be supplemented by this -- this cost
23 plus and that it technically wasn't going to cost
24 ZF anything, that Ford was going to pay that. So

1 why -- why wouldn't they? You know, when they
2 were -- when they were looking after me on the
3 board when it's going to be the cost plus and Ford
4 is going to pay this, maybe it was a bad
5 assumption. Now I understand it must have been a
6 bad assumption on my part to say that, yes, that's
7 the way it would be.

8 Q. Well, there is a board of directors at
9 ZF Batavia, correct? ZF Batavia has a board of
10 directors, correct?

11 A. Yes.

12 Q. And that board consists of three
13 individuals from ZF and three individuals from
14 Ford; is that correct?

15 A. I've asked who those individuals were
16 and couldn't get names, but I understand that -- I
17 understand that there is some type of a board.

18 Q. Okay. With three representatives from
19 both of the parent companies who got together and
20 formed the JV. Is that your understanding, three
21 from ZF, three from Ford?

22 A. That's -- that was my understanding.

23 Q. And Mr. Adams in some way, shape or
24 form is associated with the board of directors,

1 isn't he, Dave Adams?

2 A. I don't -- I can't -- I don't know the
3 makeup but --

4 Q. Do you know whether he's on the board?

5 A. I think there was some -- I think
6 there was some discussion as to how -- what his
7 role would be, but I don't understand exactly what
8 that would be. I imagine he's on it.

9 Q. Okay. What's different about the
10 board of directors of ZF Batavia than the board
11 that you believed was going to exist?

12 A. I thought there would be -- I was led
13 to believe that there would be a panel and I -- and
14 I thought it was going to be on site. I didn't
15 know they were going to be scattered around the
16 world, but that would -- that would run that
17 company, that would run ZF Batavia. And my
18 understanding was that it -- that it would be
19 comprised of different members of both companies.

20 Q. Okay. But there is a board that runs
21 ZF Batavia, right? I mean, the board of directors
22 run ZF Batavia, don't they?

23 A. Well, I don't know that there's -- I
24 don't know that there's -- those Ford people that's

1 there, I don't know that they ever were. And if
2 they were, then that's who didn't give me my --
3 that's who didn't give me the correct merit that I
4 should have got.

5 Q. The board of directors?

6 A. Yeah.

7 Q. Okay. So it's a board of directors.

8 Are we talking merit or we talking AIP?

9 A. Well, you asked me AIP.

10 Q. I asked you AIP.

11 A. You asked me AIP?

12 Q. Yeah. The board of directors is
13 responsible for you not getting the proper AIP?
14 I'm asking.

15 A. I can only assume that. I can only
16 assume that they didn't. Somewhere in there, it
17 changed. I just thought it would be fair and
18 equitable and it looks like it wasn't fair and
19 equitable.

20 So I can only assume that -- that
21 that's where it came from. I don't know that's
22 where came from.

23 Q. Okay. I think you've answered my
24 question. Thank you.

1 Now, while you were at Ford, you
2 certainly knew that things were subject to change,
3 right, in terms of benefits? You knew those were
4 subject to change, didn't you?

5 A. Mm-hmm.

6 Q. You knew that overtime was subject to
7 change, right?

8 A. I never knew 'cause mine never
9 changed.

10 Q. Okay. But I believe you testified
11 earlier that you understood that the company had
12 the ability to do that --

13 A. They could --

14 Q. -- if they --

15 A. -- have the ability to do that.

16 Q. Okay. Did you also understand, then,
17 as you went to ZF Batavia that they also had the
18 ability to change their policies if they wanted to?

19 A. No. ZF Batavia said everything --
20 what you have now is going to stay intact. I
21 believed that it would stay in tact. I believed
22 that. I believed that as a transition employee,
23 that they were telling me sorts of things that may
24 not apply to a nontransition employee, yes. So the

1 answer is, no, I didn't believe that it could
2 change.

3 Q. Okay. And you believed that they were
4 telling you that things would never change as long
5 as you were at ZF Batavia, correct?

6 A. I believe that for my transition, as
7 being a transition employee, I believe that what I
8 took in there is what I would have.

9 Q. For the rest of your tenure at ZF
10 Batavia?

11 A. I believe that.

12 Q. But no one actually told you that it
13 would be for the rest of your tenure, did they?

14 A. No one told me it wasn't going to be
15 for the rest of my tenure.

16 Q. I understand that. You didn't answer
17 my question.

18 A. Oh, I thought I did.

19 Q. Did anyone --

20 A. I answered it. I didn't give you the
21 answer you wanted.

22 Q. Well, no, actually you didn't answer
23 it, so let's try again.

24 MR. SIMON: I think he -- I think he

1 did answer, but you can answer -- ask it again so
2 it's clear on the record. Go ahead and ask the
3 question.

4 Q. Did anyone either from Ford or ZF
5 Batavia as you're making this decision-making
6 process to come over to ZF Batavia, did anyone tell
7 you things will never change as long as you're with
8 ZF Batavia?

9 A. I remember meeting with Hassan where
10 Hassan said they're putting it in writing. It's
11 not going to change. You're not going to lose
12 anything. Everything is going to be the same.

13 Q. Did he say it will never change?

14 A. He said it's not going to change.
15 You're not going to lose anything.

16 Q. When was this conversation with
17 Hassan?

18 A. It was prior to -- I can't tell you
19 the exact date. It was prior to my coming over.

20 Q. Okay.

21 A. Rick Williams was another individual
22 that said it -- you know, it looks like the only --
23 the only difference here is going to be going from
24 the nondefined retirement plan -- to a defined to a

1 undefined.

2 There was a big discussion around the
3 retirement plan. Rick Williams was another
4 individual that was -- the only thing that's going
5 to be any different here is our -- is our
6 retirement plan. Everything is the same.

7 Q. Now, when you were with Ford, if you
8 had questions regarding benefits, would you direct
9 those to the HR people, right?

10 A. Yes.

11 Q. You understood that the HR people were
12 responsible for benefits, right?

13 A. Yes.

14 Q. Okay. Hassan, he wasn't responsible
15 for benefits, was he?

16 A. I believe he was acting as a
17 representative at that time. He was a agent that
18 was acting in Ford's behalf, soliciting me for
19 hire.

20 Q. You say he was an agent. What does
21 that mean?

22 A. That means he was employed by Ford
23 Motor Company.

24 Q. Okay.

1 A. So he was out actively pursuing people
2 on the floor to change companies. And, in my
3 opinion, he was a agent for Ford Motor Company that
4 was trying to get me to -- to do something.

5 Q. I understand your testimony. My
6 question was very simple. Did you understand that
7 he had responsibility for the benefit plans at Ford
8 Motor Company?

9 A. At that particular time, yes, I
10 understood that, and Rick Williams. I understood
11 that, and Karl Kehr.

12 Q. Anyone else?

13 A. Those individuals.

14 Q. Okay. Since you've left Ford, have
15 you had any questions about your retirement?

16 A. Yes.

17 Q. Have you attempted to contact the NESC
18 about those questions?

19 A. No. I tried to get into the computer
20 on -- on one occasion, I believe it was, and then
21 found my number had been deleted out of the system
22 and I couldn't get into there because we were told
23 you'll always have access to that. You'll always
24 be able to get into that. And, no, have I picked

1 up the phone and called, no.

2 Q. Have you picked up the phone and
3 called anyone from Ford?

4 A. No.

5 Q. Have you spoken to Hassan about it?

6 A. About my retirement?

7 Q. Yeah --

8 A. No.

9 Q. -- to see if he could get you the
10 access.

11 A. No.

12 Q. Have you spoken to Rick Williams about
13 it?

14 A. No.

15 Q. Karl Kehr?

16 A. No.

17 Q. At the time you spoke to Hassan and he
18 told you that things were not going to change, that
19 they were putting it in writing, did you believe
20 Hassan?

21 A. Sure, I believed it.

22 Q. Did you have any reason to believe
23 that Hassan knew that down the road, ZF Batavia was
24 going to make changes to overtime policies, AIP

1 policies, et cetera?

2 A. Did I -- did I have any reason to
3 believe?

4 Q. Reason to believe that at that time,
5 Hassan knew that those changes were coming down the
6 road?

7 A. I can't tell you what Hassan knew at
8 that time. The only thing I can tell you is what
9 he conveyed to me.

10 Q. I'm asking you, at the time that he
11 told you that, did you think that he knew things
12 were going to change down the road?

13 A. I don't know what he thought down the
14 road.

15 Q. Okay.

16 A. I mean, that's -- I can't tell you
17 what he thought.

18 Q. So if Hassan, for example, were to
19 testify that whatever he communicated to you was
20 truthful information as far as he knew, you'd have
21 no reason to dispute that?

22 A. No.

23 Q. Same for Rick Williams?

24 A. True.

1 Q. Same for Karl Kehr?

2 A. True.

3 Q. Now, the overtime change that you
4 testified to previously, do you know who made that
5 change?

6 A. No, I don't.

7 Q. Is it Len Sennish, do you know?

8 A. I have -- I have no idea. Could have
9 been Len; could have been Dick; could have been
10 Dave. I have no idea who actually --

11 Q. Do you have any reason to believe that
12 it was anyone from Ford that actually made that
13 change?

14 A. You won't like this answer, but I
15 don't know -- I don't understand. I don't know
16 that it was not anyone from Ford that -- that made
17 that.

18 Q. Okay. That's one answer. But the
19 question is, do you know whether anyone from Ford
20 was involved?

21 A. I believe they were.

22 Q. Okay. Who from Ford was involved?

23 A. Who was ever on the board.

24 Q. Who's on the current board of

1 directors?

2 A. Who was on the board at the time.

3 Q. Okay. So whoever was on the board of
4 directors at that time were the people that were --
5 that made the overtime change?

6 A. In my book, yes.

7 Q. Do you know whether changes like that,
8 overtime changes go up that high to the board of
9 directors? Do you have any idea?

10 A. No, I don't.

11 Q. Now, you testified earlier about
12 another promise that wasn't kept was you said you
13 don't think you were paid properly for the area
14 manager job. At the time you were making your
15 decision to accept employment with ZF Batavia, did
16 anyone communicate to you anything at all about an
17 area manager job?

18 A. No.

19 Q. That's something that happened after
20 you became employed with ZF Batavia?

21 A. Yes.

22 Q. You're not in this claim -- in this
23 case, are you making a claim against Ford for you
24 not properly being paid for the area manager job at

1 ZF Batavia?

2 A. Once again, I go back to that board of
3 directors and if that would have been running, my
4 interest -- then I think they would have looked out
5 for me in that specific case, that I would have
6 been compensated.

7 Q. Okay. So the ZF Batavia board of
8 directors, whoever those individuals might have
9 been at the time that you didn't get paid for the
10 area manager job, those people might be
11 responsible?

12 A. They could be.

13 Q. Okay. And your claim with regard to
14 the board, basically the board is not what you
15 expected it to be; is that right?

16 A. That's a fair statement.

17 Q. Okay. Do you know, did Ford have area
18 managers at the time you were working at Batavia?

19 A. At that time, they still could have
20 been called superintendents, but there was a lot of
21 name changing going on, so they could have -- they
22 could have gone in area managers as a name change,
23 but the title and job responsibilities were the
24 same.

1 Q. Now, you testified earlier about
2 Exhibit 2 and about the language in there that says
3 subject to change and you testified about --

4 A. Exhibit 2 is?

5 Q. I'm sorry. The gray brochure.

6 MR. SIMON: Tri-fold, gray brochure.

7 Q. And there's language in there that
8 says benefit plans are subject to change and you've
9 already testified as to your interpretation of what
10 that term meant.

11 Before you accepted employment with ZF
12 Batavia, did you discuss your interpretation with
13 anybody, your interpretation of subject to change?

14 A. No.

15 Q. And it was your understanding that at
16 ZF Batavia, what you've described as the terms and
17 conditions of your employment, that those could not
18 change; is that right?

19 A. As a transitional employee, right.

20 Q. Okay. And that's different than the
21 way things were when you were with Ford, right?

22 A. What's different?

23 Q. At Ford, you understood that the terms
24 and conditions of your employment could change,

1 didn't you?

2 A. Yes.

3 Q. Okay. And so you had this different
4 expectation when you went over to ZF Batavia?

5 A. Yes.

6 Q. Okay. And you had this different
7 expectation because people in meetings communicated
8 to you that things would be the same?

9 A. Mm-hmm.

10 Q. Okay. Now, is there a merit increase
11 program at ZF Batavia?

12 A. Yes.

13 Q. And as I understand it, one of the
14 promises that you believe was made was that there
15 would be a merit increase program?

16 A. Yes.

17 Q. Okay. And, in fact, there is a merit
18 increase program?

19 A. Yes.

20 Q. And you weren't told anything about
21 merit increases, were you?

22 A. I wasn't told that wasn't going to be
23 fair and equitable, no.

24 Q. Okay. Were you told how much of a

1 merit you were going to get?

2 A. No.

3 Q. Were you told that your merit would be
4 greater or less than the merit increases received
5 by new hires?

6 A. No.

7 Q. You also testified about CVT. What is
8 your claim here that there is a promise about CVT
9 that was made and wasn't kept? Well, let me start
10 with what was the promise about CVT?

11 A. The promise -- the promise was that
12 we've got a developed product and that you'll be in
13 on the ground floor of the new products.

14 Q. Did anyone say when you would get in
15 on the ground floor?

16 A. No.

17 Q. Your understanding was that at some
18 point while you're employed with ZF Batavia you
19 would get to work on CVT?

20 A. Well, I understand that -- I don't
21 think the ground floor would be after the product
22 is launched. I don't think the ground floor is two
23 years later after the product is in production.

24 Q. Well, when were you told that you'd

1 get to work on CVT?

2 A. Promising future on a developed
3 product with the CVT on the ground floor of this
4 new program. And ground floor -- and one of the
5 reasons why it was -- greatly influenced my
6 decision was being in on the ground floor.

7 Q. Would ground floor be as soon as the
8 plant became ZF Batavia?

9 A. I think ground floor would be as soon
10 as that product started to go in and you start
11 setting in installations and you start getting in
12 equipment and you start doing some run offs. To
13 me, that's ground floor.

14 Q. Has that happened yet?

15 A. No.

16 Q. And by "that," I mean, has the ground
17 floor been established as you've described it?

18 A. Well, they're looking for -- I think
19 by September, they're looking for some production
20 runs.

21 Q. I'm not clear. And I just don't know
22 your business as well as you do, okay? Has the
23 ground -- is the ground floor in existence?

24 A. The ground floor has come and gone.

1 Q. When did the ground floor first come?

2 A. I would say the ground floor first
3 came about a year ago.

4 Q. Okay. And what position were you in
5 when the ground floor came?

6 A. Supervisor.

7 Q. Who was your -- who did you report to?

8 A. Could have been Rick Ervin, could have
9 been Eric Spencer. Let's see. One of those guys.

10 Q. Did you go to either of those
11 gentlemen and tell them, I want to transfer over to
12 work on CVT?

13 A. No.

14 Q. Did you bid on any jobs or apply for
15 any jobs working in CVT?

16 A. Most of them down there didn't bid or
17 apply.

18 Q. I'm asking if you did.

19 A. They didn't.

20 Q. I'm asking if you did. I'm not asking
21 what they did.

22 A. No. Again, I'll ask the question, why
23 wouldn't it be fair and equitable and why wouldn't
24 I be treated like the others?

1 Q. I appreciate the question, but today I
2 get to ask.

3 A. I understand --

4 Q. You don't.

5 A. -- that.

6 Q. You understood when you accepted
7 employment as an MPS with ZF Batavia that you're
8 going to be working CD4E, correct?

9 A. At that particular time.

10 Q. This board that you thought was going
11 to exist that was going to run ZF Batavia, other
12 than the understanding that it would be three from
13 Ford and three from ZF, did you have any
14 understanding as to who the specific individuals
15 would be?

16 A. No. They said they would be named.

17 Q. Were you told that you'd have any
18 input in the naming of those individuals?

19 A. No.

20 Q. And you understood that once you
21 accepted employment with ZF Batavia, that you were
22 going to be working for ZF Batavia and not Ford,
23 right?

24 A. I understood that they would be --

1 that ZF Batavia might -- my check would come from
2 ZF Batavia. But I also had this greater feeling
3 that with Ford being a 49 percent partner, that my
4 best interest would still be first and foremost, if
5 you will.

6 I kind of -- it was kind of like to
7 me -- and I think they even made an analogy one
8 time. It's like my parent dropping me off at my
9 grandparents. I would still be looked out under --
10 under that umbrella of family.

11 Q. Okay. Your understanding as you went
12 into it was that Ford was going to be a 49 percent
13 shareholder?

14 A. Mm-hmm.

15 Q. And you understood, then, that ZF was
16 going to have 51 percent, that they'd have more
17 control than Ford. You understood that, right?

18 A. No, I didn't. No, I didn't. I
19 thought that -- if you want to look at it from the
20 business picture and -- and the 49 and the 51, yes.
21 But as the day-to-day operations unfolded and there
22 was a time when Sharonville had 70,000 units, that
23 they had to be -- that were recalled and ZF said
24 we -- we don't have time to fool -- we don't have

1 any capacity, we don't have any time. Ford said
2 you will do this. You will bring those
3 transmissions in.

4 Matter of fact, they're on trucks on
5 their way. You will -- you will find a way to do
6 that. And the trucks were there and they started
7 repairing -- the people coming from Sharonville and
8 they started repairing those transmissions. So I
9 understood Ford to have a big input in the
10 day-to-day operations.

11 Q. This situation that you've described
12 with Sharonville sending transmissions over, when
13 did that happen?

14 A. I want to say December of 2000.

15 Q. Okay. Sometime after you had gone to
16 work for ZF Batavia?

17 A. Mm-hmm.

18 Q. Okay. So that situation obviously
19 couldn't have influenced your decision to come to
20 work for ZF Batavia because it hadn't happened at
21 the time you accepted --

22 A. No, not to come to work for, but while
23 you're working there and you see decisions like
24 that happen --

1 Q. Sure.

2 A. -- things like that come about, then
3 you understand, okay? They still have a -- Ford
4 still has a big say in day-to-day operations.

5 Q. You understand that Ford, as the
6 customer, has a lot of say in what ZF Batavia is
7 doing; fair statement?

8 A. Fair statement.

9 Q. Okay. I want to back up a little bit.

10 A. But not running the business. Not to
11 run the business.

12 Q. Well, who's running the business?

13 A. I believe it's Ford.

14 Q. Then why -- what do you base that on,
15 other than this example where Ford sent some
16 transmissions over?

17 A. They're -- trying to get my thoughts
18 together here. ZF said that they weren't going to
19 have any Ford people in the CVT. Ford said there
20 would be. ZF says there are not going to be any
21 time clocks. Ford says there will be. Right now,
22 that's all I can recall.

23 Q. Okay.

24 A. If there's anything else, I'll add it.

1 Q. Let's talk about those two. You said
2 that ZF had said there weren't going to be any Ford
3 employees in the CVT, but in fact there are.

4 A. Mm-hmm.

5 Q. Are you talking about hourly
6 employees?

7 A. Mm-hmm.

8 Q. And those are hourly employees that
9 work for Ford, right?

10 A. Mm-hmm.

11 Q. Okay. So your understanding is that
12 Ford is still able to direct where those hourly
13 employees work at?

14 A. Mm-hmm.

15 Q. You said that ZF said there'd be no
16 time clocks. Are you, again, talking about for
17 hourly employees?

18 A. Mm-hmm.

19 Q. I know you've indicated if you think
20 of anything else you'll let me know. You'll do
21 that?

22 A. Mm-hmm.

23 Q. Okay. Thank you. I want to make
24 sure, Mr. Williams, that I just got my

1 understanding correct. I know I asked specifically
2 about changes in overtime; changes in AIP and
3 whether Ford was responsible and your answer was
4 essentially, well, through the board of directors,
5 they're responsible. And that may very well be
6 your answer for -- for all of those promises. I
7 just want to make sure, okay?

8 With respect to the change in sick
9 days, is it your understanding or is it your
10 testimony that Ford may have been involved in that
11 through the board of directors?

12 A. (Witness nodded.)

13 Q. I just need you to --

14 A. Yes.

15 Q. Thank you. Other than through the
16 board of directors, do you have any other reason to
17 believe that Ford may have been involved in that
18 change?

19 A. No.

20 Q. Okay. The merit increase, the promise
21 that you believe wasn't kept with regard to the
22 merit increase, again, do you believe that Ford's
23 involvement was through the board of directors?

24 A. Could have been --

1 Q. Okay.

2 A. -- yes.

3 Q. Other than through the board of
4 directors, do you have any other reason to believe
5 that Ford was involved in that change?

6 A. Not at this time.

7 Q. The CVT, your not getting to work in
8 CVT or not getting in on the ground floor of CVT,
9 do you believe Ford is responsible for that?

10 A. Could have been.

11 Q. Again, through the board of directors?

12 A. Mm-hmm, mm-hmm.

13 Q. You think that someone on the board of
14 directors decided that Rick Williams would not work
15 in CVT?

16 A. Rick Williams?

17 Q. I'm sorry. I'm sorry. Don -- Don
18 Williams. I apologize. I'm getting my plaintiffs
19 and all my names confused. Let me re-ask it.

20 Is it your testimony that you believe
21 someone on the board of directors said that you
22 specifically wouldn't get to work on the CVT?

23 A. I don't know how that came about.

24 Q. Okay. Mr. Williams, there was some

1 confusion, I thought, earlier in the deposition
2 about your 2000 AIP. So I'm going to see if I can
3 clear that up now. We'll mark both of those.

4 Okay. Mr. Williams, you have in front
5 of you Exhibits 92 and 93. Exhibit 92, as I look
6 at it, appears to be notification to you as to how
7 much bonus you received in 2000, which appeared to
8 be a combination of your ZF Batavia bonus and a
9 true-up for your Ford bonus.

10 A. Right.

11 Q. Do you agree with me that's what that
12 is?

13 A. Yes.

14 Q. Okay. Then Exhibit 93, which shows
15 that you received -- well, first of all, it shows
16 you received a bonus in the amount \$7,718. Do you
17 agree with me that that's what Exhibit 93 shows?

18 A. I agree and then I need a break.

19 MR. VANWAY: Okay, sure, absolutely.

20 (Off the record: 10:55 a.m. - 11:07 a.m.)

21 BY MR. VANWAY:

22 Q. Okay. Mr. Williams, we're back on the
23 record. I've placed in front of you what I've
24 marked as Exhibit 94.

1 MR. SIMON: Are you done with 92 and
2 93?

3 MR. VANWAY: I am.

4 MR. SIMON: Exhibit --

5 A. Refresh me. Before I left, we said
6 that this was compensation -- dual compensation for
7 months and service, I guess, prior to changing
8 over -- 90 -- the AIP in '90 --

9 Q. Well, let's make sure we're clear --

10 A. Okay.

11 Q. -- because I had a different
12 understanding. My understanding was that Exhibit
13 92 reflected part ZF Batavia bonus and part -- sort
14 of a true-up for what the Ford bonus would have
15 been?

16 A. Yes.

17 Q. Okay. Then Exhibit 93, that was all
18 ZF Batavia, right?

19 A. Yes.

20 Q. That \$7,718 is a bonus that you
21 received just from ZF Batavia?

22 A. Yes.

23 Q. Now, Exhibit 94, which I've placed in
24 front of you, are documents which you've produced

1 in this case. I believe those are W-2s for your
2 last few years at Ford, and then your employment at
3 ZF Batavia. Do you agree with me that's what those
4 documents are?

5 A. That's what they appear to be.

6 Q. And your last salary when you worked
7 at Ford -- it's not reflected in the documents, but
8 my understanding is that your last salary when you
9 left Ford was around 66,000 a year. Does that
10 sound about right?

11 A. It could have -- it very well could
12 have been.

13 Q. Okay.

14 A. I don't see it here in front of me and
15 I don't recall -- so you're talking about when I
16 left in '99?

17 Q. Right. I'm not asking what your W-2
18 wages were for that year. Those would be --

19 A. You're asking what my salary was?

20 Q. Just your salary. Do you remember
21 what your salary was when you left --

22 A. No.

23 Q. -- Ford?

24 A. No, I don't.

1 Q. What's your current salary at ZF
2 Batavia?

3 A. I believe it's 80 -- it's right around
4 3,500. It's 34 something. So it's right around
5 82,000, I think, a year --

6 Q. Okay.

7 A. -- base.

8 Q. You don't dispute that your salary is
9 greater at ZF Batavia than it was when you left
10 Ford?

11 A. No.

12 MR. VANWAY: Okay. That's all the
13 questions I had, Mr. Williams. Thank you.

14 (11:09 a.m.)

15 EXAMINATION

16 BY MR. HUNTER:

17 Q. Mr. Williams, just a few things. When
18 Mr. VanWay asked you about your merit increases at
19 Ford, you seemed to be making a distinction between
20 your supervisor making the distinction -- the
21 increase and the company making the increase when
22 you were at Ford. Do you remember that testimony?

23 A. Mm-hmm.

24 Q. Okay. Can you explain that a little

1 better for me, in terms of what you meant by that?

2 A. Just that the company -- the overall
3 could have been -- there was a budget amount -- a
4 budgeted amount and it could have been 10 percent.
5 And, if for some reason, you might have got five --
6 or it was kind of like the supervisor, your direct
7 supervisor had the leeway and I understand that
8 with ZF, in some cases where the direct supervisor
9 sent it up, somewhere or another it got changed.
10 So that's probably what I was referring to.

11 Q. Okay.

12 A. It became less after -- after I had
13 gone to ZF, it became less. Once a direct
14 supervisor sent up, say, a five; it came back maybe
15 a two.

16 Q. But at Ford, you understood there was,
17 in a sense, a pool and that that individual
18 increase was up to your individual supervisor?

19 A. Mm-hmm.

20 Q. And he could pick whatever number he
21 wanted, as long as it was in accord with that pool?

22 A. Mm-hmm.

23 Q. You mentioned that the ground floor
24 for CVT has kind of come and gone.

1 A. Yes.

2 Q. Is that true for the CFT26?

3 A. The CFT26, to my knowledge, has kind
4 of been shelved. So they're opening up CFT23 and
5 the CFT30, is the best -- and I just try to follow
6 that somewhat on my own because I'm not involved in
7 that area.

8 But the CFT26 may or may not come to
9 fruition. I don't know. I wasn't -- I wasn't
10 privy and I wasn't privileged enough to be in those
11 meetings.

12 Q. Okay.

13 A. 'Cause I can't really answer that
14 question for the 26. It kind of looks like it
15 might be -- may be dead, I don't know. And I'm
16 just going on what I've heard.

17 Q. Okay. And with respect to the CFT26,
18 that certainly isn't anywhere near preproduction or
19 certainly installation, is it?

20 A. To answer your question, when I was
21 told I was going to be in on the ground floor of
22 the CVT, it wasn't specified as to 23, 26 or 30.
23 As a matter of fact, I believe it was only the 23
24 and the 30 at that time. The 26 didn't even exist.

1 And I believe it came about because there were some
2 engineering problems with the 23 or design -- the
3 way they were going to hook it up to the
4 horsepower. So at the time it was just 23 and 30.

5 Q. CFT26 hasn't yet hit preproduction or
6 installation, has it?

7 A. John, I can't answer that question. I
8 don't know.

9 Q. You don't know if the CFT is in
10 preproduction or installation, CFT26?

11 A. The 26?

12 Q. Yeah.

13 A. No, I don't know. I'm not -- I
14 haven't -- I'm not privy to that end of the
15 building. I'm with the CD4E and when I made that
16 statement, I made that statement because I missed
17 the ground floor of the CVT program. It wasn't
18 specified. When those comments were made, there
19 was no specifications as to what model.

20 Q. Absolutely. So you could be put in on
21 the ground floor of the CFT26, couldn't you?

22 A. That could be.

23 Q. Okay. We talked before about
24 timekeeping for the employees that you manage. And

1 my understanding is that you're the one that would
2 open and close DROTs, Daily Reports of Time, for
3 those people you manage, correct?

4 A. Correct.

5 Q. And you understand it's your
6 responsibility with respect to that reporting of
7 time, correct?

8 A. I believe so.

9 Q. And what is your understanding of your
10 responsibility with respect to that time?

11 A. Of paying the people --

12 Q. Mm-hmm.

13 A. -- that they submit to me their sheets
14 of what they work. And then I, in turn, I pay
15 them. And they've got a responsibility that -- to
16 mark down what they work. And I put that
17 responsibility back on the employee. And they
18 fully understand if they misreport that and it's
19 brought to management's attention or my attention,
20 then they understand what would happen.

21 Q. Then you understand that it's your
22 responsibility to make sure that that time is
23 accurate, correct?

24 A. To the best of my ability.

1 Q. And because you told me before you go
2 out there on the floor and make sure that the
3 people are there. And that is one of the things
4 that you take seriously is to make sure that your
5 people are at work and working, correct?

6 A. To the best of my ability.

7 Q. Okay. Was there anything that impairs
8 your ability to keep track of your people?

9 A. Sometimes I'm not in the building.

10 Q. Okay. With respect to making sure
11 that your people are out there on the floor and
12 being productive, the company provides you with
13 tools to be able to do that, doesn't it?

14 A. Sometimes they do.

15 Q. You're aware of, for example, MMS
16 information systems, the machine counts?

17 A. Yes.

18 Q. Do you utilize those from time to time
19 to manage your people?

20 A. There's a lot of times when they
21 aren't -- it doesn't work, they're unavailable.
22 Some of the counters don't work. Some of the times
23 they do. Some of the times they won't. Some of
24 the times you'll see three, four, 500 pieces in an

1 hour. So what I had found -- and there's some that
2 work and some that don't.

3 Q. Okay. But apparently, then, from what
4 you're telling me, you do look at those on a
5 regular basis because you realize some days they
6 work, some days they don't, some days the counts
7 are off?

8 A. I haven't really looked at those,
9 John, and -- because the system has been down a
10 lot. I haven't hardly looked at those in -- in
11 probably a month and a half or so.

12 Q. Okay. But prior to a month and a half
13 ago, then you reviewed those kind of regularly?

14 A. I looked at -- no, I looked at the SAP
15 counts. I looked at the SAP counts, John, because
16 the machine counts and the SAP counts are very much
17 different.

18 So what I try to do is -- what I try
19 to do is I try to take a look at the float counts
20 in the morning, what assembly ran, what we made.
21 What was -- and like I used what was left there,
22 kind of like a put and take. And then reviewed
23 those with the SAP, trying to make sure that they
24 were close.

1 But they all depend on what number you
2 looked at, as to whether or not -- I've approached
3 guys before and made an idiot out of myself because
4 I went to an individual and said, What about that
5 number? And he -- they said, Well, there's the
6 machine count. Machine count would be totally
7 different. And then when I looked at the parts at
8 the end of the line or maybe parts backed off
9 'cause the next operations didn't count, then I
10 come over, Well, this guy is right. So you just --
11 it just depends.

12 Q. And when you talk about the SAP count,
13 you mean the S-A-P count, correct?

14 A. Yes.

15 Q. Does SAP give you a per hour breakdown
16 of production for a given machine?

17 A. If it's -- it gives you a breakdown of
18 the sell count. So if you're looking at the sell
19 count and you have to -- and it all depends on what
20 line it is.

21 Q. Okay. But certainly the more detailed
22 information is available, I believe, on MMS?

23 A. Yes and no. It all depends on -- if I
24 went to -- down in gears, if I went to the O15

1 line -- and I don't know that any of that counts.
2 The bore doesn't count. The bushing bore doesn't
3 count. The hone doesn't count.

4 So what you have to do is you try
5 to -- it just all depends. But, no, to answer your
6 question, MMS, does it give you more detail, no.

7 Q. Okay. Well, with respect -- and let's
8 take an example, last week, okay? Did you review
9 machine counts or anything last week --

10 A. No, I didn't.

11 Q. -- with respect to the information
12 system available to you?

13 MR. SIMON: Let me just slide in an
14 object. I don't know how this relates to our
15 claims. If this is related to Mr. Williams'
16 performance at his job, I don't -- I don't think
17 that's relevant. Go ahead and answer.

18 A. Last week what?

19 Q. Did you review any of the machine
20 counts?

21 A. I looked at SAP counts.

22 Q. Okay.

23 A. Because I don't understand -- I've
24 never been -- I've never been taught how to use

1 the -- they've got a new system and I don't -- to
2 be frank with you, I don't know how -- I don't know
3 how to use that new system. Nobody showed me that
4 new system.

5 Q. Did you ever go and say to somebody,
6 Hey, I needed to be trained on the system?

7 A. There was some times that there was
8 supposed to be somebody to come around and train
9 and that never did happen. I was in gears. That
10 never happened. I think Spencer had some -- some
11 people was supposed to come around. That never
12 happened.

13 Q. Well, when was the last time you made
14 an adjustment to an employee's check because of an
15 issue over machine counts or anything like that?

16 A. Over machine counts?

17 Q. Mm-hmm.

18 A. I don't know that I've ever made over
19 a machine.

20 Q. Okay. Why would you adjust an
21 employee's or a number of employees' time sheets?

22 A. If they for some reason -- sometimes
23 they'll say, Hey, I didn't stay. They'll come back
24 and change it. Other times is if I have observed

1 somebody that was gone and then I would change it.

2 Q. Okay. When was the last time you made
3 such an adjustment?

4 MR. SIMON: I'll just make another
5 objection. There's been another -- I know there's
6 another lawsuit that Mr. Williams had testified
7 where a supervisor was discharged regarding his
8 handling of employees. And I don't know if that's
9 where you're going, Mr. Hunter. Maybe make a
10 problem for relevancy because I think you're
11 harassing the witness asking how he performs his
12 job.

13 If somebody there has a problem with
14 how he performs his job, they should have that
15 discussion with Mr. Williams out at the plant. But
16 unless you can make another -- a proper ground for
17 relevancy in this case, it sounds like you're kind
18 of reviewing his performance in a deposition, which
19 I don't think is appropriate.

20 MR. HUNTER: I would indicate that it
21 was indicated previously that he wasn't paid for --
22 he's now indicated that he doesn't have the
23 training for his current job. I'm just trying to
24 work through the issues with respect to the current

1 job because he's saying his merit increase was
2 performance based individually and it shouldn't
3 have been. I'm entitled to ask in a discovery
4 deposition matters related to his job.

5 MR. SIMON: Well, I think you're going
6 beyond them, the claims in this lawsuit when you're
7 asking these kind of details about performing his
8 job. That's not what he said on merit increase.

9 The claim in the lawsuit is that he,
10 as a Ford transitional employee, has been treated
11 differently. This seems far outside the scope.

12 MR. HUNTER: Okay. Are you
13 instructing him not to answer?

14 MR. SIMON: I'm not instructing him
15 not to answer, but at some point -- I mean, we have
16 to conclude his deposition or ask questions
17 pertinent to the claims.

18 BY MR. HUNTER:

19 Q. Okay. Mr. Williams, when was the last
20 time you made an adjustment to an employee's
21 timecard?

22 A. I adjusted -- and it was based upon
23 some calls that the employee said, I changed my
24 mind. I'm not going to work. Last week sometime.

1 Prior to that --

2 Q. Well, let's talk about last week.
3 What timecards did you change?

4 A. Let's see. There was a couple that I
5 decreased. I think one of the departments in
6 question -- I think it was -- I'd have to go back
7 and look. I took away pay -- I took away pay for
8 four or five on a -- because they said they were
9 not staying and I had already -- and I had already
10 paid that day and I had to change the next day.

11 And there was another couple that came
12 in and said, You underpaid me. And I went back and
13 I put in -- because they claimed they had worked 12
14 hours. So I went back and made an additional, I
15 think, two hour -- gave -- took away some others,
16 John. But I'd have to -- I'd have to look at it.
17 I'd have to look at it and see. Off the top of my
18 head, I don't really know.

19 Q. And does that relate to the daily
20 posting, I think you mentioned awhile ago, in terms
21 of you post the daily time that's going to be
22 reported for those employees?

23 A. Yes.

24 Q. So these four or five that you

1 decreased last week came to you and said we worked
2 less hours?

3 A. They called me over the Nextel and
4 they said, We're not going to work, pay us. And I
5 said, I've already closed the DROTs. I think I
6 closed the DROT at 11:30 and they said at quarter
7 of 12 or something they weren't going to work.

8 So -- and that happens frequently.
9 I'm not going to say "frequently." But there's
10 times when they come and say, I'm not going to
11 work. Change my time.

12 MR. HUNTER: Okay. I don't think I
13 have anything further at this point.

14 MR. SIMON: I have no questions. We
15 will not waive signature. Actually, hold on one
16 second before we adjourn. Off the record for a
17 second.

18 (Deposition concluded at 11:23 a.m.)
19
20

21 _____
E. Donald Williams
22
23
24

1 C E R T I F I C A T E

2

3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in
8 and for the State of Ohio, duly commissioned and
9 qualified, do hereby certify that prior to the
10 giving of this deposition the within-named E.
11 DONALD WILLIAMS was by me first duly sworn to
12 testify the truth, the whole truth, and nothing but
13 the truth; that the foregoing pages constitute a
14 true, correct, and complete transcript of the
15 testimony of said deponent, which was recorded in
16 stenotypy by me, and on the 8th day of September
17 2003 was submitted to counsel for deponent's
18 signature.

19 I further certify the within deposition was
20 duly taken before me at the time and place stated,
21 pursuant to the Federal Rules of Civil Procedure;
22 that I am not counsel, attorney, relative or
23 employee of any of the parties hereto, or their
24 counsel, or financially or in any way interested in

1 the within action, and that I was at the time of
2 taking said deposition a Notary Public in and for
3 the State of Ohio.

4 IN WITNESS WHEREOF, I have hereunto set my
5 hand and notarial seal at Cincinnati, Ohio, this
6 8th day of September 2003.

7

8

9

10 Susan M. Barhorst, Notary Public
11 in and for the State of Ohio.
My commission expires
February 18, 2004

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